

### Agenda for the Common Council Meeting Monday, December 7, 2020 7:00 p.m. Council Chambers of City Hall, 505 Third Street and via Zoom

Join Zoom Meeting https://us02web.zoom.us/j/83456437188?pwd=TVdSd3BZOEtsRXN5dWRxS2dRdUM4Zz09

Meeting ID: 834 5643 7188 Passcode: 124887 Or Dial: 312-626-6799

(Click on agenda items highlighted in blue to access documents related to that item)

- 1. Call to Order and Pledge of Allegiance
- 2. Clerk's Roll Call
- 3. Presentations
  - A. K9 Vest Donation Recognition
- 4. Public Hearings

#### 5. Comments and Suggestions from Citizens Present

Comments are limited to five (5) minutes; must address items not listed on the agenda; are limited to issues that have an impact of the City of Hudson, and that the Common Council may address at a future meeting and must not include endorsements of any candidates or other electioneering. An exception to the five (5) minute limit may be made at the discretion of the Mayor. As presiding officer, the Mayor, may allow public comment on agenda items during discussion by the Common Council following a motion and a second being made on said agenda item. The Mayor may place time limits on individual comments as he or she deems necessary.

#### 6. Discussion and Possible Action on Consent Agenda Items

All items listed under the consent agenda will be approved as one motion. There will be no separate discussion of these items. If further discussion is desired by the council members or by the public, the item may be removed from the consent agenda and considered separately.

- A. Approve the meeting minutes from the November 23, 2020 Regular Council meeting.
- B. Approve the Claims in the amount of \$583, 633.10
- C. Approve the 2021 Council Meeting Schedule
- D. Approve Operator's Licenses listed on the list sheet
- E. Approve a Secondhand Article Dealer/Secondhand Jewelry Licenses for Kudos at 809 Dominion Drive Suite 170
- F. Approve the hire of Jessica Genecki as Part-time Receptionist/Account Clerk
- G. Approve the bid from Fibar Group LLC in the amount of \$58,320.00 for the Burton Park Synthetic Playground Surface
- H. Approve Emergency Siren Control System
- I. Approve the Police Union Agreements as presented
- J. Approve the acceptance of US Bank's proposal and switching banking services to US Bank
- K. Approve ordering two new squad cars for 2021

- 7. Unfinished Business
- 8. New Business
- A. Update on the Mayor's Golden Rule Initiative
- 9. Communications and Recommendation of the Mayor
- 10. Communications and Items for Future Agendas
  - A. City Attorney and/or City Staff
- 11. Adjournment

Rich O'Connor, Mayor

Posted in City Hall lobbies, Hudson Area Public Library lobby and emailed to Hudson Star Observer on .

Some agenda items may be taken up earlier in the meeting, or in a different order than listed. Upon reasonable notice, an interpreter or other auxiliary aids will be provided at the meeting to accommodate the needs of the public. Please contact the City Clerk at 715-386-4765, ext. 140.



SUBMITTED TO: Honorable Mayor and City Council

DATE: December 7, 2020

SUBMITTED BY: Aaron S. Reeves, City Administrator  $\mathcal{R}$ 

REGARDING: K9 Vest Donation Recognition

#### **BACKGROUND:**

Mallory Myster and Haylee Johnson raised money all summer to buy a bulletproof vest for a local police dog. They raised over \$3,000 and donated it to St. Croix County K9 Ares. Here are some great news stories on their efforts, <a href="https://kstp.com/news/hudson-4th-graders-raise-money-to-buy-bulletproof-vest-for-local-k9/5891720/">https://kstp.com/news/hudson-4th-graders-raise-money-to-buy-bulletproof-vest-for-local-k9/5891720/</a> <a href="https://www.rivertowns.net/community/6671236-Hudson-fourth-graders-raise-money-for-K-9">https://www.rivertowns.net/community/6671236-Hudson-fourth-graders-raise-money-for-K-9</a> Mayor O'Connor would like to recognize Haylee and Mallory for their efforts.

### Common Council of the City of Hudson, Wisconsin Monday, November 23, 2020 City Hall Council Chambers and via online Zoom

The Common Council meeting was called to order by Mayor Rich O'Connor at 7:00pm and led those in the Pledge of Allegiance.

**COUNCIL MEMBERS PRESENT:** Mayor Rich O'Connor, Randy Morrissette II, Paul Deziel, Sarah Atkins Hoggatt and Joyce Hall. Bill Alms and Jim Webber were absent.

**STAFF MEMBERS PRESENT:** City Administrator – Aaron Reeves, City Attorney – Cathy Munkittrick; Assistant City Administrator – Mike Johnson; Technology Director – Bryan Watson; Finance Director – Alison Egger; Public Works Director – Mike Mroz and Utility Director – Kip Peters

#### PRESENTATIONS:

<u>K9 Vest Donation Recognition</u> – Administrator Reeves recognized Mallory Myster and Haylee Johnson for raising money all summer to buy a bulletproof vest for a local K9 dog. They raised over \$3,000 and was donated St. Croix County K9 Ayres.

#### **PUBLIC HEARINGS:**

Public Hearing on proposed 2021 Operating Budget and Levy

Motion by Hall, second by Deziel to close the public hearing. All in favor (4) motion carried.

Discussion and possible action on Ordinance 18-20, Appropriation Ordinance

Motion to suspend the rules by Morrissette, second by Deziel. Roll call vote: All in favor (4) motion carried.

Motion by Morrissette to approve Ordinance 18-20, second by Deziel. All in favor (4) motion carried.

<u>Public hearing on Resolution 19-20 to partially discontinue a portion of public right of way for Crest View Drive generally located north of 2000 Crest View Drive – Hudson Ford</u>

Motion by Morrissette, second by Hall to close the public hearing. All in favor (4) motion carried.

<u>Discussion and possible action on Resolution 19-20 to partially discontinue a portion of public right of way for Crest View Drive generally located north of 2000 Crest View Drive – Hudson Ford</u>

Motion by Morrissette, second by Hall to suspend the rules. Roll call vote: All in favor (4) motion carried.

Motion by Deziel, second by Hall to approve Resolution 19-20. All in favor (4) motion carried.

#### **COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT:**

Addison Filiatreaux – Spoke regarding the Golden Rule Initiative.

#### **CONSENT AGENDA**

- A. Approve the meeting minutes from the November 9, 2020 Regular Council meeting.
- B. Approve the Claims in the amount of \$1,480,408.51
- C. Place on file the Public Utility Commission Minutes from the October 13 and October 27, 2020 Meetings.
- D. Approve Operator's Licenses noted on the list sheet.
- E. Approval of a conditional use permit (CUP) review for 708 Offices 708 Second Street, Friese Properties LLC
- F. Approval of a Certified Survey Map (CSM) for St. Croix County tax parcel 236-0353-00-001 Willow River Cemetery Association
- G. Approval of setting a public hearing date of February 1, 2021 for amendment(s) to municipal code Chapter 99-21, Chickens
- H. Approve the 2021 Solar System Walk Hudson Library, Christopher Mick
- I. Approval of a dumpster agreement between Wismin Hospitality, LLC, Eastside Hospitality, LLC, and Peter and Laura A Foster Rev Trust and the City of Hudson at 222 Walnut Street
- J. Approve Change Order 1 for 2020 Mill & Overlay Project (Industrial Street & Stageline Road)
- K. Bond Schedule revision to include Short Term Rentals.
- L. Building Inspectors 3<sup>rd</sup> Quarter Report.
- M. Approve Western WI Animal Services Impound Services Contract
- N. Approve appointment of Dr. Carolyn Wanken as alternate to Zoning Board of Appeals

Motion by Hall, second by Deziel to approve the consent. Roll call vote – All in favor (4) Motion carried

#### **UNFINISHED BUSINESS** – None

#### **NEW BUSINESS:**

<u>Discussion and possible action on Resolution 21-20 to accept Sharon Lane and utilities</u>

Motion by Morrissette, second by Hall to suspend the rules. Roll call vote: All in favor (4) motion carried.

Motion by Morrissette, second by Hall to approve Resolution 21-20. All in favor (4) motion carried.

## <u>Discussion and possible action on a Warranty Deed to accept Outlot 5 of the St. Croix Meadows</u> Plat (Sharon Lane)

Motion by Deziel, second by Hall to approve Warranty Deed to accept Outlot 5 of the St. Croix Meadows Plat (Sharon Lane). All in favor (4) motion carried.

<u>Discussion and possible action on 2021 CIP Video Cameras for the Police Department</u>

Motion by Hall, second by Atkins Hoggatt to approve Video Cameras for the Police Department.

All in favor (4) motion carried

Roll call vote into to convene into closed session under Wis. Stat. 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which the City is involved

regarding Menard, Inc. v. City of Hudson, St. Croix County Case No.18-CV-488 Claim for Excessive Assessment for 2018 taxes. All in favor (4) motion carried at 7:22pm.

Motion by Morrissette, second by Deziel to reconvene into open session for discussion and possible action relating to litigation in which the City is involved regarding Menard, Inc. v. City of Hudson, Case No. 18-CV488 Claim for Excessive Assessment for 2018 taxes at 7:25pm. Motion to allow legal counsel to appeal the decision by Morrissette, second by Hall. All in favor (4) motion carried.

#### COMMUNICATIONS AND RECOMMENDATION OF THE MAYOR

Mayor wished everyone a Happy Thanksgiving.

#### **COMMUNICATIONS AND ITEMS FOR FURTURE AGENDAS**

Hall would like to hear a summary of status of the Golden Rule Initiative on the next agenda. Deziel wanted to make sure the Diversity Task Force does not get forgotten in future agendas

#### **ADJOURNMENT**

Motion by Morrissette; second by Hall to adjourn at 7:34pm. All in favor (4) Motion carried

I hereby certify the City Clerk has submitted the foregoing minutes to me and hereby my signature approves said minutes and all acts of the Common Council as set forth therein.

Date approved by Council: December 3, 2020

Approved:	
	Rich O'Connor, Mayor
Attest:	
	Becky Eggen, City Clerk



SUBMITTED TO: Finance Committee

DATE:

SUBMITTED BY: Kathy Edwards, Accountant/HR Coordinator

	COUNCIL CLAIMS - December 7, 2020					
	Fund	A/P Amounts	P/R Amounts	Totals		
100	General	133,612.20	195,363.34	328,975.54		
280	Park Dedication Fees	104,259.00		104,259.00		
290	Police Donations	1,000.00		1,000.00		
450	Capital Projects	12,687.74		12,687.74		
451	2017 & 2018 Cap Projects	16,866.00		16,866.00		
452	2019 & 2020 Cap Projects	0.00		0.00		
620	Parking	177.57	2,382.20	2,559.77		
630	Ambulance	3,772.98		3,772.98		
640	Storm Sewer	113,512.07		113,512.07		
	Totals	\$385,887.56	\$ 197,745.54	\$ 583,633.10		



SUBMITTED TO: Mayor and Common Council

DATE: December 7, 2020

SUBMITTED BY: Aaron S. Reeves, City Administrator

REGARDING: Set 2021 Council Meeting Schedule

#### **BACKGROUND:**

Attached is the proposed Council meeting schedule for 2021. A few meetings had to be moved to Tuesday because of holidays and the first April meeting is pushed back a week due to the spring election.

#### STAFF RECOMMENDATION:

A motion to approve the 2021 Council meeting schedule as presented.



## City of Hudson 2021 Common Council Meeting Schedule

Monday, January 4, 2021

Tuesday, January 19, 2021

Monday, February 1, 2021

Monday, February 15, 2021

Monday, March 1, 2021

Monday, March 15, 2021

**Spring Election** – April 6, 2021

Monday, April 12, 2021

Organizational Meeting - Monday, April 19, 2021

Monday, May 3, 2021

Monday, May 17, 2021

Monday, June 7, 2021

Monday, June 21, 2021

Tuesday, July 6, 2021

Monday, July 19, 2021

Monday, August 2, 2021

Monday, August 16, 2021

Tuesday, September 7, 2021

Monday, September 20, 2021

Monday, October 4, 2021

Monday, October 18, 2021

Monday, November 1, 2021

Council Meeting & Budget Hearing - Monday, November 15, 2021

Monday, December 6, 2021

Monday, December 20, 2021



SUBMITTED TO: Finance/Common Council

DATE: December 7, 2020

SUBMITTED BY: Karen Duchow, Deputy Clerk REGARDING: Application(s) for Operator Licenses

#### **ISSUE:**

Applications for Operator Licenses are on file in the City Clerk's office and are available for inspection upon request. If approved by Council, the licenses will be issued contingent upon successful completion of a background check and payment of any outstanding debt owed to the City.

#### STAFF RECOMMENDATION:

Approve the issuance for 2 Regular Operator Licenses for the period of December 8, 2020 to June 30, 2022 to:

Devan Dernovsek Tina Haines



SUBMITTED TO: Finance/Common Council

DATE: December 7, 2020

SUBMITTED BY: Karen Duchow, Deputy Clerk

REGARDING: Application for Secondhand Article/Jewelry

#### **ISSUE:**

Applications for Secondhand Article Dealers are on file at the City Clerk's office and are available for inspection upon request. If approved by Council, the license will be issued contingent upon successful completion of a background check and payment of any outstanding debt owed to the City.

#### STAFF RECOMMENDATION:

Approve the issuance of a Secondhand Article Dealer/Secondhand Jewelry License for Kudos at 809 Dominion Drive, Suite 170 for the period of January 1, 2021 through December 31, 2021.



SUBMITTED TO: Mayor and Common Council

DATE: December 7, 2020

SUBMITTED BY: Aaron S. Reeves, City Administrator  $\mathcal{R}$ 

REGARDING: Part-time Front Desk Hire

#### **BACKGROUND:**

When the Building Inspections/Public Works administrative assistant resigned in July the City did not fill that full-time position. After review of our staffing needs it was decided to hire a part-time position that will work at the main front desk as well as assist the Building Inspection and Public Works Departments. This will give us two part-time front desk staff that will split their time assisting all the City Hall departments as well as handling front desk operations. After interviews staff is recommending the hire of Jessica Genecki as Part-time Receptionist/Account Clerk at the rate of \$20.13/hour (the starting rate for this position). It is anticipated that this position will work 24 hours per week.

#### STAFF RECOMMENDATION:

A motion to approve the hire of Jessica Genecki as Part-time Receptionist/Account Clerk at the rate of \$20.13/hour.



Michael Mroz Public Works & Parks Director 505 Third Street Hudson, Wisconsin 54016 mmroz@hudsonwi.gov ph: 715-716-5746

TO:

Finance Committee/Common Council

FROM:

Michael Mroz; Parks & Public Works Director

DATE:

December 1, 2020

SUBJECT:

Approve the bid from the Fibar Group, LLC in the amount \$58,320.00 for the Burton

Park Playground surface.

#### **BACKGROUND:**

The 2020 Capital Improvement Plan (CIP) identified several improvements to Burton Park including permanent hockey boards, upgrades to the baseball fields, LED lighting, and the addition of a poured in place playground surface. Common Council has since reallocated remaining funds in the Burton Park CIP to install a Poured in Place surface at the playground.

Per the City procurement policy, a bid opening was held on November 19, 2020.



The following bids were received.

Company	Bid Amount
Minnesota Playground INC.	\$76,652.00
The Fibar Group, LLC	\$58,320.00
Softline Solutions	\$55,890.00

#### **FUNDING SOURCE:**

Reallocation of Burton Park CIP funds to be used for the installation of a new playground surface

Project	2019	2020	Paid	Remaining
	Bonds	Bonds		
Misc. Capital	\$10,000		\$2,650	\$7,350
Burton Park Landscape		\$10,000		\$10,000
Burton Park LED		\$15,000		\$15,000
Burton Park Playground Surface		\$30,000		\$30,000
Misc. Capital		\$10,000		\$10,000

TOTAL:

\$72,350.00

#### STAFF RECOMMENDATION:

Even though Softline Solutions was the lowest bidder, they did not supply the necessary documentation showing that their product met the specifications. This included no testing reports on,

- ASTM F1951-08 Accessibility of Surface Systems
- ASTM D2047-82 Coefficient of Friction
- Permeability
- ASTM D415-87 Tensile Strength

Furthermore, they failed to identify meeting ASTM D2859 or Flammability of Finished Floor cover. For these reasons staff recommends accepting the bid received by the Fibar Group, LLC in the amount of \$58,320.00. Remaining CIP funds will be used to pour the concrete border and purchase the subbase, both of which will be installed in house.

#### **ACTION REQUESTED:**

Approve the bid from the Fibar Group, LLC in the amount \$58,320.00 for the Burton Park Playground surface.







# IPEMA ASTM F1292-18 (SECTION 4.2) AND/OR ASTM F3351-19 CERTIFICATE OF COMPLIANCE

ISSUE DATE: November 16, 2020

Requested By: Fran

**Project: Burton Park Playground Surface** 

PEMA

In the interest of public playground safety, IPEMA provides a third party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to ASTM F1292-18 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment Standard, Section 4.2, Performance Criterion and/or ASTM F3351-19 Standard Test Method for Playground Surface Impact Testing in Laboratory at Specified Test Height.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-18, Section 4.2 and/or ASTM F3351-19.

The validation is made by testing at the specified fall height rating requested by the manufacturer, based upon its experience and knowledge of its products, instead of the "critical fall height" used in ASTM F1292-18. TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-18 (Section 4.2) and/or ASTM F3351-19 has been met or exceeded.

#### MODEL # COMMERCIAL NAME OF PRODUCT PRODUCT LINE

#### THK/HT MANUFACTURER

F-PIP-1.75 Fibar PIP	FibarPIP Poured-in-Place Surfacing	1.75" / 3'	Fibar Group, LLC
F-PIP-2.00 Fibar PIP	FibarPIP Poured-in-Place Surfacing	2.00" / 4'	Fibar Group, LLC
F-PIP-2.50 Fibar PIP	FibarPIP Poured-in-Place Surfacing	2.50" / 5'	Fibar Group, LLC
F-PIP-3.50 Fibar PIP	FibarPIP Poured-in-Place Surfacing	3.50" / 7'	Fibar Group, LLC
F-PIP-3.75 Fibar PIP	FibarPIP Poured-in-Place Surfacing	3.75" / 8'	Fibar Group, LLC
F-PIP-4.25 Fibar PIP	FibarPIP Poured-in-Place Surfacing	4.25" / 9'	Fibar Group, LLC
F-PIP-3.00 Fibar PIP	FibarPIP Poured-in-Place Surfacing	3.00"/6'	Fibar Group, LLC
F-PIP-5.00 Fibar PIP	FibarPIP Poured-in-Place Surfacing	5.00" / 10'	Fibar Group, LLC



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SUBMITTED TO: Finance Committee/Common Council

**DATE:** 12-1-20

SUBMITTED BY: Chief Scott St. Martin

**REGARDING:** Emergency Siren Control System

**BACKGROUND:** We have been having issues with the control system for the emergency sirens for some time. My 2 predecessors both identified this as being problematic and had asked for funding to replace this system. At the current time, they are not operating correctly and need to be replaced.

The proposal is to put a new control system in and relocate the computer and control system to the fire station instead of the basement of city hall.

This process will not do anything with the sirens. The siren at the Public Safety building would need to be replaced or relocated if the site is redeveloped.

This is an extension of the work they have been performing for us and the only Federal dealer in the Midwest.

**FUNDING SOURCE:** We are proposing that funding be used from the new fire station funds. The proposed budget for the station including contingency and FFE was \$6.95 million. We currently have spent \$6.25 million and anticipate not spending more than \$10,000 more to finish the station.

**STAFF RECOMMENDATION:** I recommend to approve the purchase of the Emergency Siren Control System. See the attached 2 quotes. One for the equipment from Federal Signal for \$32,600 and the other for installation from Emergency Communications Systems for \$18,170 for a total price of \$50,770.



#### **Emergency Communication Systems**

Safety First

W971 County Road CE Kaukauna, WI 54130 920-585-4001

Date

9/8/2020

**Estimate** 

Estimate #

5413

#### Name / Address

Hudson Fire Department 222 Walnut St, Hudson, WI 54016

Description	Qty	Rate	Total
1200 Oak St (T-128)  •Install (1) Federal Signal two-way Siren control per Federal Signal installation specifications at site approved by the city •Remove and re-install 4 batteries as recommended by Federal Signal battery specification •Install new antenna, cable and bracket •Furnish and install electrical accessories for 120 vAC operation of siren • Program, Test and Optimize System	1	3,275.00	3,275.00
300 8th St (T-135) •Install (1) Federal Signal two-way Siren control per Federal Signal installation specifications at site approved by the city •Furnish and install electrical accessories for 120/240 vAC operation of siren •Install new antenna, cable and bracket • Program, Test and Optimize System	1	3,775.00	3,775.00
222 Walnut St (Banshee)  •Install (1) Federal Signal two-way Siren control per Federal Signal installation specifications at site approved by the city •Furnish and install electrical accessories for 120/240 vAC operation of siren •Install new antenna on exterior of building •Program, Test and Optimize System		3,575.00	3,575.00

Total

Phone # 920-585-4001

E-mail

Bill@Siren-Service.com

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Web Site
www.EmergencyCommunicationSystems-ECS.com



#### **Emergency Communication Systems**

Safety First

W971 County Road CE Kaukauna, WI 54130 920-585-4001

# Date Estimate # 9/8/2020 5413

**Estimate** 



#### Name / Address

Hudson Fire Department 222 Walnut St, Hudson, WI 54016

Description	Qty	Rate	Total
888 O'Neil Td (P50) •Install (1) Federal Signal two-way Siren control per Federal Signal installation specifications at site approved by the city •Furnish and install electrical accessories for 120/240 vAC operation of siren •Install new antenna, cable and bracket		3,575.00	3,575.00
Program, Test and Optimize System Install Encoder, PC and Radio.  Install Commander on new pc  Test antenna and cable  Program and tune base station radio and encoder This does not include any antenna, cable or bracket. We were informed this is all in place already.	1	3,275.00	3,275.00
This does not include any FCC Licensing Siren Tech will be on site for training on how to operate the system If any sensors or parts are needed that will be additional.	1	695.00	695.00

**Total** 

\$18,170.00

Phone #

920-585-4001

E-mail

Bill@Siren-Service.com

Web Site

www.EmergencyCommunicationSystems-ECS.com

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#### QUOTATION FEDERAL SIGNAL CORPORATION Federal Warning Systems

Quotation No.: FWS

91020204

Reference on your order

Name	City of Hudson
Co. Name	Fire Chief Scott St.Martin
Address	222 Walnut Street
City, State, Zip	Hudson, WI 54016
Phone#	715-386-4270
E-Mail	sstmartin@hudsonwi.gov
City, State, Zip Phone #	Hudson, WI 54016 715-386-4270



Date	9/10/2020
Reference_	Commander 2-Way
	Conversion

CUSTOMER COPY SALESPERSON COPY OFFICE COPY

Item		Federal		Net Cost	
No.	Qty.	Model/Part #	Description	Each	Total Cost
1	1	SFCD10	On-Premise Commander Activation & Monitoring		\$2,300.00
2			Software – Up to 10 RTU's		
3	1	SS2000+Series C	FSK & DTMF Encoder – specify desk or rack		2,850.00
4	1	BSH	Base Radio/Power Supply		2,250.00
5	1	X-PC-22	Desktop Computer with 22' Monitor/Windows 10		2,500.00
6	1	FCTBDH	2-Way Federal Control for AC Siren/Radio	Walnut St.	4,000.00
7	1	SK-SM	Current Sensor, 1 Motor, AC		225.00
8	1	SK3-240	Sensor Kit, 3 Phase, 240VAC		250.00
9	1	FCTBDH	2-Way Federal Control for AC Siren/Radio	O'Neil	4,000.00
10	1	SK-SM	Current Sensor, 1 Motor, AC		225.00
11	1	SK3-480	Sensor Kit, 3 Phase, 480VAC		250.00
12	1	DCFCTBDH	2-Way DC Control/Battery Cabinet/Charger/Two	Oak Street	6,100.00
13			48VDC Contactors/Radio/Sensors/NEMA		
14			Aluminum Cabinets		
15	1	FCTBDH	2-Way Federal Control for AC Siren/Radio	8 <sup>th</sup> Street	4,000.00
16	1	SK-DCM-C	DC Current Sensor, Chopper		150.00
17	1	SK-DCM-R	DC Current Sensor, Rotator		150.00
18	4	OMNI	3 db Gain Omnidirectional Antennas	325.00	1,300.00
19	3	AMB-P	Antenna Mounting Bracket - Pole	100.00	300.00
20	1	AMB-W	Antenna Mounting Bracket – Wall (Public Safety)		150.00
21	1	MISC.	Shipping from Factory		1,600.00
22	1	TOTAL*	Equipment & Shipping		\$32,600.00
23			*Does not include installation of base equipment		
24			or 2-Way controls/antenna on existing sirens	0.0	

F.O.B.	University Park, IL	BY: Diff My Sales Representative
EST. DEL. V	VT	ADDRESS: Federal Warning Systems, Inc.
DELIVERY	8 – 10 Weeks (ARO)	2070 Hart Drive SW Rochester, MN 55902
TERMS	Equipment: Net 30 Days Upon Shipment	BY:
;	Services: Net 30 Days Billed Monthly Upon Completion	Federal Signal / Countersigned TITLE:
FREIGHT TE	ERMS See Line Item Above	

Purchase order MUST be made out to:

Federal Signal Corporation, Federal Warning Systems, 2645 Federal Signal Drive, University Park, IL 60484





#### Commander® On-Premises

## Siren Control and Messaging System

The Commander siren control system offers both secure activation and status monitoring of any alert and notification system. From Giant Voice to Mechanical and Intelligent siren systems, Commander is designed to control, monitor, and link your warning system.

Federal Signal Commander continues to evolve to meet the challenging demands of customers throughout the world to provide a system unmatched in its features and ease of use. Commander offers Emergency Managers and system operators complete, secure activation and status monitoring of any siren system. From siren activation to in-building alerting, this system is designed to provide your facility with complete alert and notification capability.

From controlling 1 siren to 511, the system can expand to accommodate your changing needs. Federal Commander provides an easy to use activation screen. Administrators can program 30 Hotkeys to activate all sirens, zones, or individual sirens. Each Hotkey can be programmed to include a text, email, or voice message. A single Hotkey can activate sirens and send informational messages simultaneously.



Categorize hotkeys to activate as all sirens, zones, or individual sirens.

#### FEATURES

- Control of municipal, county and state siren systems
- · Control of Giant Voice systems
- Control of Intelligent Systems
- PC or Server based system
- · Controls up to 511 sirens
- Support for analog, digital (P25/Tetra), IP, cellular, satellite and landline communications
- Modbus compatible
- App and web based control using optional CommanderOne
- Secure communications with 128 & AES 256 encryption and time-based encryption
- Custom user interface for your specific application

Commander can be integrated as a fully compliant APCO Project 25 (P25) two-way communications outdoor/indoor warning system.

Commander has integrated networking and messaging capabilities.

- Networking allows the system to operate radio systems and IP systems simultaneously.
- Messaging provides personalized alerts to devices such as cell phone, computer, pager, handheld radio, etc. Messaging
  provides additional information to key personnel or to citizens.

Activation of sirens based on polygons from National Weather Service is provided using the CommanderOne web based control. CommanderOne integrates automatically with your local siren activation system to provide "anywhere" activation, control and monitoring.

Siren Controllers are available for both electronic sirens, speakers, and electromechanical sirens. These controllers come equipped with over-the-air programmability via secure digital technology.

## Commander® On-Premise Siren Control and Messaging System (SFCD)



#### S P E C I F I C A T I O N S

#### RTU Capacity: Up to 511 siren RTU's

Communications: Analog, Digital, P25 radio systems Cellular, satellite, IP networks, Landline communications

Security: Time based encryption, 128 bit/256 bit AES encryption. User, password and role based security.

Hardware Activation: SS2000+ local activation point. Siren activations using Intelligent System Informers

RTU types: Mechanical, Ultravoice giant voice systems, and Intelligent Systems using Informer product line

**Giant Voice:** Live PA, Text-to-speech and WAV file broadcasts

Intelligent Systems: Informer product line Desk / Wall / Rack / Outdoor Systems Two-way Intercom and recording Custom and specialized alert and notification systems

Zoning: Unlimited zone creation

**System:** Alarm logging and reporting of siren activation and monitoring using customized maps

Language: English default with optional multi-language support

System Backup: Create and restore system back up files

#### HOW TO ORDER

Description	Part Number
Windows application software:	
for up to 10 sites	SFCD10
for up to 25 sites	SFCD25
for up to 255 sites	SFCD255
for up to 511 sites	SFCD512

#### OPTIONAL ACCESSORIES

Description	Part Number
Warranty, up to 10 users	SFCD-W10
Warranty, up to 25 users	SFCD-W25
Warranty, up to 255 users	SFCD-W255
Warranty, up to 511 users	SFCD-W511
Upgrade, to 25 sites	SFCDUPI
Upgrade, to 255 sites	SFCDUPII
Upgrade, to 511 sites	SFCDUPIII
TCP/ IP client software (5 seats)	SFCDCLNT
Client software extended one-year warranty	SFCDCLNT-W
Modem	MODEM-MSK
Server with Windows®, 22" flat screen monitor	X-PCS-22
120V Uninterruptible Power Supply	X-UPS
Desktop Controller	SS2000+





SS2000+ Series C

## Local Hardware Activation Point

The SS2000+ Series C web enabled controller is Federal Signal's most advanced stand-alone control unit. The SS2000+ typically interfaces to an analog or digital radio system to provide radio activation of sirens across a county, municipal, campus or industrial facility. The SS2000+ has 24 programmable activation button "hotkeys" secured with a keylock switch and 20 contact closure inputs for interfacing with remote control systems. The hotkeys can provide specific types of warnings or test activations to notify residents, employees or students. The 24 Hotkeys are now accessible from a variety of interfaces using a new web interface. The new web interface can provide improved redundancy allowing multiple SS2000+ units to be used as on-line back-ups. Advanced networking features enable the SS2000+ to be connected to Federal Signal's Commander® control and status monitoring software. In addition, the SS2000+ can now connect directly to Federal Signal's CommanderOne® cloud service for secure web access to hotkeys, messaging and automated activation from NOAA EAS events.

The SS2000+ can be used to as an encoder for one-way siren control. Previously using a SS2000+ allowed activation only from the front panel hotkeys, the physical interfaces or from a connected PC. The SS2000+ now provides siren activation from CommanderOne NOAA® EAS events/polygons, from a mobile app or from a web browser over the Internet.

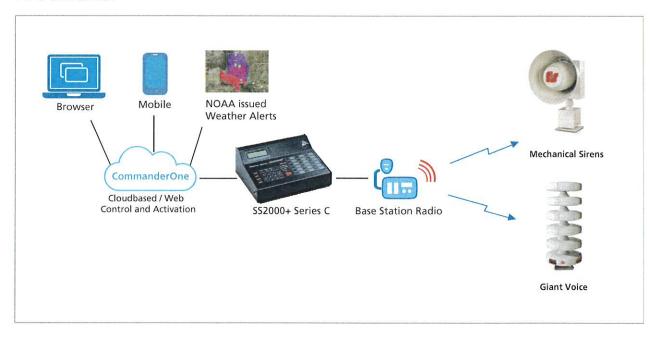
#### FEATURES

- 24 command function hot keys with key-lock protection
- 20 remote activation inputs
- Dispatch console interface via URL
- Ethernet port for control over inter-company or intra-company LAN
- Interface to CommanderOne® web service for polygon and mobile activations
- MODBUS TCP Industrial Control Interface
- · Microphone interface for Live PA
- Redundant source of command and control
- User Access Security with Digest Authentication
- Remote firmware update capability over LAN
- Computer Access Whitelist Feature

- SSL and AES data Encryption
- Compatible with radio two-tone EAS and DTMF, AFSK encoding
- Configurable relay outputs
- Streams WAV files from Commander® PC
- · Built-in communication monitor speaker
- · Radio level indicators simplify field adjustments
- Battery backed real time clock
- Back-lit LCD Display
- Desk and 19" rack mount versions available
- Offered in 120 and 240VAC, with EU or UK versions available

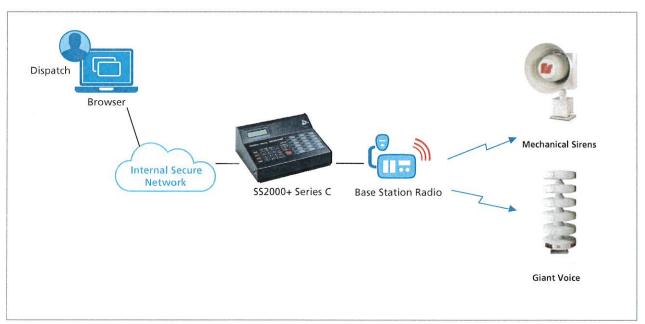
#### **PC Freedom**

Typical siren control systems rely on dedicated PC's or servers for activation. PC's can be difficult to maintain with updates and security concerns. Now you can have many of the features provided from a PC without the need to have a PC dedicated to activating your siren system. In addition, PC's can be a single point of failure within your siren control system. The SS2000+ can now interface to our CommanderOne control system and eliminate the need for a dedicated PC for siren control.



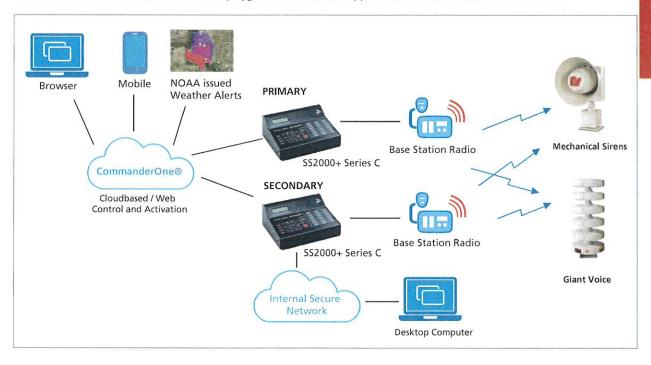
#### **ACCESS VIA URL**

Dispatch consoles can now access the SS2000+ from a new built-in web server that allows the SS2000+ to be controlled and configured over a LAN using standard web browsers. This interface can provide users within a secure company network to access the SS2000+ Hotkeys from standard web browsers (Chrome, Edge or Firefox) on the company local area network.



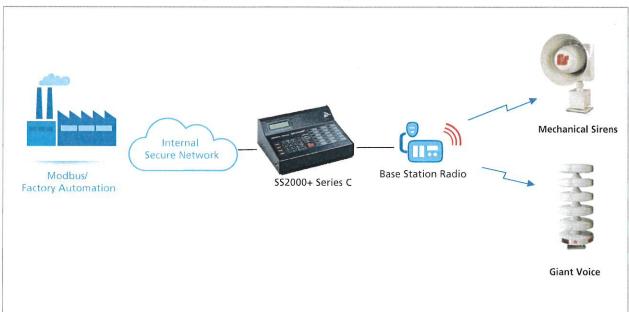
#### Web Enable Radio Controlled Sirens

The SS2000+ can be used to as an encoder for one-way siren control. Previously using a SS2000+ allowed activation only from the front panel hotkeys, the physical interfaces or from a connected PC. The SS2000+ now provides siren activation from CommanderOne NOAA EAS events / polygons, from a mobile app or from a web browser over the Internet.



#### **MODBUS Control**

The SS2000+ has a MODBUS interface to easily interface with Industrial Control Systems. MODBUS TCP is used to provide activations into an SS2000+ for specific warning announcements across an industrial plant. Users can activate the system using the SS2000+ or industrial control systems can activate the hotkeys.



#### SPECIFICATIONS

Operating Temperature: 32° F to 140°F 0° to 60°C Line Input 120/240VAC\* wall transformer power supply Power Supply Input Voltage: 12-30 VDC

(12 VDC minimum)

Input Current 300 mA (Standby 700 mA max.)

Distortion < 3.0%

Ethernet RJ-45 port, TCP/IP

Microphone:

Input Level 10mV - 150mV p-p
Input Impedance 10k Ohms
Input Jack XLR Male
Type Dynamic

Speaker:

Power 1 watt Impedance 8 Ohms

Audio Interface:

Audio Output
Audio Input
Decode Sensitivity
Relay Outputs

Balanced 600 Ohms
Balanced 600 Ohms
8-10 dBc S/N or 12 dBc SINAD
2A at 30VDC / 0.5 at 120VAC

Dimensions H x W x D:

Desk Mount 3.59" x 11.59" x 9.53"

91.8 mm x 294.4 mm x 242.1 mm

3U Rack Mount 5.19" x 19" x 10.10"

131.8 mm x 482.6 mm x 256.5 mm sk Mount 6 lbs 3 kg

Shipping Weight: Desk Mount 6 lbs 3 kg Shipping Weight: Rack Mount 8 lbs 4 kg

#### HOW TO ORDER

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

Considerations for system configuration:

Description		Part Number
Desk mount Local Activation Point, US		SS2000+
Rack Mount Local Activation Point, US		SS2000+R
Desk Mount Local hardware activation point,	EU	SS2000+EU
Desk Mount Local hardware activation point,	UK	SS2000+UK
Noise Canceling Microphone		MNC-MNS 1
CommanderOne Cloud Service	CON	/IMANDER1LE

#### REPLACEMENT PARTS

Description	Part Number
SS2000+ Power Supply with US Cable	Q-SSPWR
UK 240VAC Power Cable <sup>2</sup>	Q17501252A
EU 240VAC Power Cable <sup>2</sup>	Q17501253A
SS2000+ Kenwood Radio Cable	Q17500863-01

Noise canceling microphone model MNC-MNS replaces the microphone on early revision models of SS2000+. Model MNC-MNS is supervised for compatibility with UL2572.

<sup>\*</sup> The SS2000+ Power Supply can be ordered with a US 120VAC or UK/EU 240VAC Power Cables, see description models.

<sup>&</sup>lt;sup>2</sup> While there are no EU/UK rack mount models, the rack mount SS2000+R can be ordered with the appropriate replacement power cable, if needed.





#### Model FCTBD

## Two-way control and status monitoring

The FCTBD controller can control and monitor any electro-mechanical siren, and may be used in conjunction with the SS2000+ or Commander PC based software located at a central command point. The FCTBD will automatically report change in status back to the central command point through radio, IP, cellular, satellite or landline connections. The central command point can also poll the FCTBD for current status conditions. Status indictors are provided for intrusion alerts, activations and power issues. The FCTBD offers the ability to monitor six remote sensor inputs, such as: AC power, low battery and up to three additional sensors to monitor siren operation. The FCTBD is packaged in a NEMA 4 aluminum weatherproof cabinet and comes equipped with DIN rail for 120 or 240VAC power connections, 120/240VAC to 12VDC power supply, gel battery, FCM Plus control board, radio cable for Motorola® Vertex VX-2100 and AC power surge protection. Power wiring is fuse protected, with replaceable fuses. Standard features include intrusion switch for detection of door opening. Battery backup for FCM Control board and radio communications.

The FCTBD can also be ordered as FCTBDH and FCTBDU which includes a Vertex radio transceiver (FCTBDH = high band or FCTBDU = UHF). FSPWARE, an optional software package, enables connection to a computer to modify supplied timing or to create unique on/off patterns for control of external equipment, such as sirens. Programming options via FSPWARE include radio frequency, two-tone sequential tones/DTMF decoding digits for security, custom audible signal tones and independent control of output relays and timing patterns for electro-mechanical sirens. Up to six control codes may be programmed and activated by any combination of two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK. Four of the timing sequences can be initiated using local push buttons or remotely through dry contact closures. The use of Commander Software and SS2000+ allows remote control activation, monitoring and networking of multiple FCTBD Controllers.

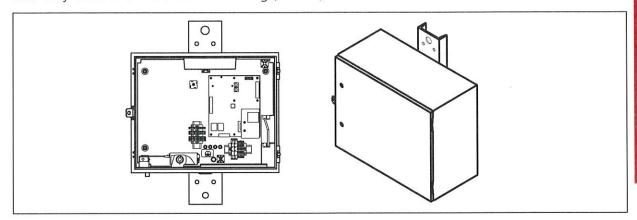
The FCTBD can also be equipped with an IP interface to allow high speed connections to the siren controller. Federal Signal recommends use of Commander software to create a fully redundant siren control system. The FCTBD is an ideal choice for upgrading or retrofitting one-way controls to two-way status monitoring for use with existing electro-mechanical sirens like the Federal Signal 2001-130, Equinox, 508-128, Eclipse8 and Model 2 sirens.

#### FEATURES

- Two-way control, activation and status monitoring
- Four individually programmable output relays
- Six built in siren tone signals for PA/Intercom
- External inputs for sensors and activation
- Push buttons for local activation

- · Internal battery back-up
- 120 or 240VAC power
- · UL and cUL listed, and DNV certified
- Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security

#### Two-Way Control and Status Monitoring (FCTBD)



AC Input Voltage: 120 or 240VAC ±10%, 60Hz 3A DC charger/radio power: 120 or 240VAC switch selectable Sealed Lead Acid/12A Hr Battery: 8A @ 120/240VAC 4 Relays, contact rating: 5A @ 24VDC

Number of remote activation inputs:

Audio Output: 0-2V peak to peak, maximum load 8 ohms

Environmental:

-22°F to 149°F / -30°C to 65°C Temperature Humidity 0-98% non-condensing Net Weight 95 lbs 43.2 kg 155 lbs 7 0.5 kg Shipping Weight 19" x 23" x 11.2" Dimensions H x W x D: (48.3 cm x 60 cm x 28.5 cm)

155 lbs Shipping Weight: 70.3 kg

**Contact our Federal Signal Sales Engineers** to design a system that meets your specific requirements.

Description	Part Number
Two-way Controller with FCMPlus Controller and radio	rol FCTBD
Two-way Controller with FCMPlus Cont Board and Radio, high band 148-174 M	
Two-way Controller with FCMPlus Cont Board and Radio, UHF band 403-470 M	
Two-way IP-enabled Electro-mechanical Controller	FCTBD-IP

#### Notes:

Antenna and cable are not included with radio activation control and must be ordered separately.

Broadband radio and Commander software sold separately.

Description	Part Number
12VDC Charger	Q20000288
12VDC Battery	Q155193A
FC+ Control Board	Q2000200C

Description	Part Number
Windows Programming Software (Non-digital applications)	FSPWARE
Commander® Software System,	SFCD*
*10, 25, 255, or 512 Site License	2LCD.
Hardware Controller	SS2000+
Telco Base, Landline	TB-LL
Single motor AC current sensor	SK-SM
Three motor AC current sensor	SK-3M
Single phase, 120VAC voltage sensor	SK1-120
Single phase, 240VAC voltage sensor	SK1-240
3-phase, 240VAC voltage sensor	SK3-240
3-phase, 480VAC voltage sensor	SK3-480

See Project 25 product on page 248 for optional P25 configuration accessories if desired

#### Western Wisconsin Federal Signal Users

Abbotsford (Clark)

Hudson (St. Croix)

Alma (Buffalo)

Knapp (Dunn)

Altoona (Eau Claire)

La Crosse (La Crosse)

Arcadia (Trempealeau)

Lac Courte Oreiles Tribal (Sawyer)

Augusta (Eau Claire)

Loyal (Clark)

Balsam Lake (Polk)

Melrose (Jackson)

Barron (Barron)

Menomonie (Dunn)

Bass Lake Township (Sawyer)

North Hudson (St. Croix)

Black River Falls (Jackson)

Oakdale (Monroe)

Bloomer (Chippewa)

Osceola (Polk)

Boyceville (Dunn)

Osseo (Trempealeau)

Boyd (Chippewa)

Rice Lake (Barron)

Bruce (Rusk)

River Falls (Pierce)

Buffalo City (Buffalo)

Roberts (St. Croix)

Cadott (Chippewa)

Fairchild (Eau Claire)

Cameron (Barron)

Shell Lake (Washburn)

Chippewa Falls (Chippewa)

Somerset (St. Croix)

Cochrane (Buffalo)

Sparta (Monroe)

Colfax (Dunn)

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Lafayette Township (Chippewa)

Star Prairie & Star Prairie Township (St. Croix)

Cornell (Chippewa)

Spooner (Washburn)
Spring Valley (Pierce)

Danbury (Burnett)

St. Croix Falls (St. Croix)

Dodge (Trempealeau)

Eau Claire (Eau Claire)

Edgewater (Sawyer)

Taylor (Jackson)

Ellsworth (Pierce)

Thorp (Clark)

Frederic (Polk)

Tomah (Monroe)

Grantsburg (Burnett)

Turtle Lake (Barron)

Greenwood (Clark)

Warrens (Monroe)

Hammond (St. Croix)

Webster (Burnett)

Hixton (Jackson)

Whitehall (Trempealeau)

Holmen (La Crosse)

Woodville (St. Croix)



SUBMITTED TO: Mayor and Common Council

DATE: December 7, 2020 SUBMITTED BY: Aaron S. Reeves, City Administrator

REGARDING: 2021 B. 11. VIII.

REGARDING: 2021 Police Union Agreements

#### **BACKGROUND:**

After negotiations the City and the two Police Union's are recommending approval of the attached one-year agreements. I have attached memo's showing the proposed changes as well as the current agreements.

#### STAFF RECOMMENDATION:

A motion to approve the Police Union Agreements as presented.

# AGREEMENT OF THE CITY OF HUDSON AND HUDSON POLICE PATROL OFFICERS' ASSOCIATION, WPPA FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT

- 1. Article XXVII Duration. January 1, 2021 to December 31, 2021
  - a. The parties will extend the Canine Officer Side Letter for the term of this agreement

#### 2. Appendix A – Wages and base pay rates.

a. January 1, 2021

2.0%

#### 3. Article IV Training.

C. MEALS: If Officers attend employer training outside the municipal limits of the City of Hudson, the Town of Hudson, or Village of North Hudson, then the City will provide a meal according to the City Handbook allowance. If the officer conducts the employer training, then the City will provide a meal according to the City Handbook allowance.

### 4. Article V Grievance Procedure

a. Revise Section A. Definition of Grievance to state as follows: In matters relating to disciplinary suspension, reduction in rank, or discharge, the grievant may elect to appeal the City's decision to circuit court the parties shall proceed under as provided under Statute 62.13 and not under this collective bargaining agreement grievance process."

#### 5. Article XI Probationary Period.

New employees shall be classified as probationary employees and shall have no seniority until such time they have accumulated one (1) year of continuous employment with the city as an employee of the Police Department. New employees' attending a Department sponsored recruit school as a cadet will have their probationary status continue for one (1) full year following the employee's first full day as a certified officer (after graduating from the academy). The employer agrees to give quarterly evaluations during the probationary period. If the probationary period is extended, said officer shall not be discharged except for unsatisfactory performance or failure to complete training. The employee shall be notified of the reasons for the extensions neither the decision to extend the probationary period nor the decision to terminate a probationary employee shall be arbitrary. If said employee does not complete training successfully within an additional one (1) year period, said employee shall be discharged. After completion of the probationary period, the employee shall be placed on the seniority list as of their most recent date of hire, however seniority for all departmental purposes (ie: vacation picks, shift picks, etc.) shall commence upon the employee's first full day as a certified officer.

6. <u>Article XII Pay Period</u>. Revise this Article as follows: "For FLSA purposes, the parties agree that the City is using a 287-day work schedule."

#### 7. Article XVII Retirement

a. Revise this Article to state as follows: For employees initially employed by the City prior to July 1, 2011, the City agrees to pay the employee's share of the retirement contribution up to seven percent (7%) of the employee's share to the Wisconsin Retirement System, in addition to the City's required contribution. Employees initially employed by the City after July 1, 2011 shall pay the full employee share of

the employee's share of the Wisconsin Retirement System contribution. The employee share is based on Wisconsin law.

#### 8. Article XX Vacations. Add the following:

30 Work Hours 0-1 Year of Service (can be used following completion of FTO following certification)

#### 9. Article XXI. Holidays. Add the following language:

- L. Martin Luther King, Ir. Day
- \*\*Martin Luther King, Jr. Day will be retrofitted to the 2020 holiday schedule

#### 10. Article XVIII Medical Insurance

- a. Revise Section A to state as follows: The City agrees to pay 90% of the premium of the group health insurance plan offered to full-time eligible employees and a prorate contribution to an eligible employee working less than full-time status.
- b. ARTICLE XVIII MEDICAL INSURANCE

New language: F. HEALTH REIMBURSEMENT ACCOUNT: Employees not receiving the employee share of Wisconsin Retirement System paid by the City shall have a Health Reimbursement Account (HRA) established for them with the same amount of money provided to the employee as other City rank and file employees per the City placed into their accounts to be used for medical purposes.

# AGREEMENT OF THE CITY OF HUDSON AND HUDSON POLICE SERGEANTS ASSOCIATION FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT

- 1. **Article 25 Duration**. January 1, 2021 to December 31, 2021
- 2. Article 26 Wages.
  - a. January 1, 2021 2.0%

#### 3. Article 6 Pay Period.

- a. Revise this Article as follows: "For FLSA purposes, the parties agree that the City is using a 287-day work schedule."
- 4. Article 20. Holidays. Add the following language:
  - L. Martin Luther King, Ir. Day
  - \*\*Martin Luther King, Jr. Day will be retrofitted to the 2020 holiday schedule

#### 5. Article 21 Medical Insurance

- a. Revise Section A to state as follows: The City agrees to pay 90% of the premium of the group health insurance plan offered to full-time eligible employees and a prorate contribution to an eligible employee working less than full-time status.
- b. Delete Section F.
  - i. The City believes Sections E. and F. are prohibited subjects of bargaining in consideration of Wis. Stat. § 111.70(4)(mc)6. The Union disputes that Sections E and F are prohibited subjects.
- c. New language: <u>HEALTH REIMBURSEMENT ACCOUNT: Employees not</u> receiving the employee share of Wisconsin Retirement System paid by the City shall have a Health Reimbursement Account (HRA) established for them with the same amount of money provided to the employee as other City rank and file employees per the City placed into their accounts to be used for medical purposes.

#### 6. Article 22 Retirement

a. Revise this Article to state as follows: For employees initially employed by the City prior to July 1, 2011, the City agrees to pay the employee's share of the retirement contribution up to seven percent (7%) of the employee's share to the Wisconsin Retirement System, in addition to the City's required contribution. Employees initially employed by the City after July 1, 2011 shall pay the full employee share of the employee's share of the Wisconsin Retirement System contribution. The employee share is based on Wisconsin law.

#### 7. Article IV Training.

C. MEALS: If employees attend employer training outside the municipal limits of the City of Hudson, the Town of Hudson, or Village of North Hudson, then the City will provide a meal according to the City Handbook allowance. If the employee conducts the employer training, then the City will provide a meal according to the City Handbook allowance.

## CITY OF HUDSON

and

# HUDSON POLICE SERGEANTS ASSOCIATION

for

## POLICE SERGEANTS

January 1, 2019 - December 31, 2020

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## ARTICLE 1 - RECOGNITION

The City of Hudson ("City" or "Employer") recognizes the Hudson Police Sergeants Association ("Association") as the exclusive and sole bargaining representative for all regular full time sergeants working for the City of Hudson Police Department, but excluding managerial, supervisory, professional, confidential, casual, temporary, seasonal, and all other employees of the City of Hudson.

## ARTICLE 2 - MANAGEMENT RIGHTS

Except as expressly modified by other provisions in this Agreement, the Employer possesses the sole right to operate the City and all management rights repose in it. These rights include, but are not limited to, the following:

- A. To direct all operations of the City;
- B. To establish work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign (including overtime assignments) employees to positions within the City of Hudson Police Department;
- D. To suspend, demote, discharge or take other disciplinary action against employees. Probationary employees may not grieve such a decision.
- E. To relieve employees from their duties;
- F. To maintain efficiency of City operations;
- G. To take whatever action is necessary to comply with state or federal law;
- H. To introduce new or improved methods or facilities or to change existing methods or facilities;
- To determine the kinds and amounts of services to be performed as pertains to City
  operations and the number and kinds of classifications to perform such services;
- J. To determine the methods, means and personnel by which City operations are to be conducted;
- K. To take whatever action is necessary to carry out the functions of the City in situations of emergency;
- L. To contract out for goods and services;
- M. To set minimum physical condition and mental health standards and to test to ensure compliance.

## ARTICLE 3 - PROBATION

All employees shall serve a probationary period of one (1) year. During the probationary period, new employees (i.e., those new to the department) shall be subject to dismissal for any reason without recourse to the grievance procedure and promoted employees (i.e., employees who came from other positions in the department) may be returned to their prior classification without recourse to the grievance procedure. New employees shall not be entitled to any fringe benefits during their probationary period.

## ARTICLE 4 - DISCIPLINE AND DISCHARGE

Discipline, including discharge, is recognized as a management right of the Employer and may be exercised by the Employer, through its designated representatives, in regard to any employee who does not fulfill his/her responsibilities to the Employer as an employee or does not comply with City policies now or hereafter in effect. Section 62.13(5), Wis. Stats., shall apply to any disciplinary action.

## ARTICLE 5 - HOURS OF WORK

The normal work day and work week for all employees shall be designated by the Employer. The employee shall be required to make up the difference between the time paid (2,080 hours) and the time scheduled in a calendar year.

## ARTICLE 6 - OVERTIME

The Employer has the right to require overtime work. All hours worked in excess of an employee's normal work schedule shall be paid at the rate of time and one-half (1½). The employee has a choice, in lieu of pay, to accept comp time earned at time and one-half (1½) for each hour worked. Comp time may be banked to a maximum of sixty (60) hours. All overtime must be authorized by the Employer. Paid leave time such as holidays and vacations shall not be counted as hours worked for overtime purposes.

There shall be a two (2) hour minimum pay for all "call-in" time outside normally scheduled hours, with the exception that employees called in to complete work, i.e. paperwork, not satisfactorily completed during their shift shall be paid only for time actually worked.

For FLSA purposes, the parties agree that the City is using a 27-day work schedule.

# ARTICLE 7 - EXTENDED UNPAID LEAVE

The Employer may, in its sole discretion, grant unpaid leave to an employee for medical or personal reasons. The Employer's decision regarding a request for unpaid leave shall not be subject to review under the grievance procedure. While on such leave, the employee shall not receive or accrue any fringe benefits or seniority.

# ARTICLE 8 - RESIDENCY REQUIREMENT

As a condition of employment, full-time sworn Sergeants shall live within twenty (20) miles of the jurisdictional boundaries of the City.

# ARTICLE 9 - NO STRIKE AGREEMENT

Neither the Association nor any of its officers, agents or City employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, sympathy strike, or any other intentional interruption of work during the term of this Agreement and until a successor agreement is ratified by both parties.

Upon notification by the City to the Association that certain of its members are engaged in a violation of this provision the Association shall immediately in writing order such members to return to work, provide the City with a copy of such an order and a responsible official of the Association shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.

Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the City including but not limited to loss of compensation, vacation benefits and holiday pay. In an arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity. If the Association has authorized or sanctioned any strike acts, or work stoppage, slowdown or other breach of this provision, the Association shall be liable to the City for liquidated damages in the amount of fifty dollars (\$50.00) per day for each employee who refused to perform his/her regular duties. If other employees are made idle as a result of such prohibited actions, the Association shall be liable to the City for liquidated damages in the amount of one hundred fifty dollars (\$150.00) per day for each day of the strike. The City and the Association agree that the City, at its election, may seek payment of any liquidated damages owed under this provision either in state suit proceedings or through the arbitration procedures set forth herein. In addition to penalties provided herein, the City may enforce any other legal rights and remedies to which by law it is entitled.

# ARTICLE 10 - SAVINGS CLAUSE

If any article or section of this Agreement or any addendum thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby.

# ARTICLE 11 - ENTIRE MEMORANDUM OF AGREEMENT

This Agreement, reached as a result of collective bargaining, represents the full and complete agreement between the parties, and supersedes all previous agreements and past practices between the parties. Any supplemental amendments to this Agreement shall not be binding upon either party unless executed in writing by the parties thereto. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

# ARTICLE 12 - UNION ACTIVITY

- A. Membership. Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership because of legally protected class status.
- B. The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally.
- C. <u>Deductions</u>. The Employer agrees that, upon receipt of an individually signed dues deduction authorization from any employee, it will on the first paycheck of every month deduct from earnings the amount of money certified by the Association and remit the same to the Association treasurer within ten (10) days of said deduction. Changes in the amount of union dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. The total of such deductions shall be paid to the Association. Dues deductions for new employees shall commence on the first paycheck in the month following thirty (30) calendar days of employment.

If an Employer error is discovered with respect to any dues deductions under this Agreement, the Association shall advise the Employer in writing and the latter will make the appropriate correction(s) in the succeeding payroll period.

D. <u>Hold Harmless Clause</u>. The Association shall hold the Employer harmless against any and all claims, demands, suits or other forms of liability including court costs that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or nonaction is in compliance with the provisions of this Agreement and in reliance on any list or certificates which has been furnished to the Employer pursuant to this Article.

- E. <u>Association Business</u>. Association business, where possible, shall be transacted outside the normal working hours. All employees, when acting in an official capacity for the Association, shall keep time records when this activity occurs during working hours and shall furnish the Department Head with a monthly summary of said time records. Association officers shall not be precluded from proper conduct of the grievance procedure, in accordance with the terms of this Agreement. The Department Head reserves the right to designate where meetings on grievances shall occur, and reserves the right to exclude such meetings from any and all work areas. Any such meetings shall not seriously interrupt the normal efficient operation of the Department or the City.
- F. <u>Association Officials</u>. The Association agrees to provide written notification to the Department Head with copies to the Finance Committee and the City Clerk within seven (7) days following election or selection of officials assigned to handle various aspects of the grievance procedure. The City agrees to advise the Association of the proper City officials assigned to handle personnel matters involving the Association in writing.

# ARTICLE 13 - GRIEVANCE PROCEDURE

<u>Purpose</u>. The purpose of this procedure is to provide an orderly method for resolving differences arising during the term of this Agreement. A determined effort shall be made to settle any such difference through the use of the grievance procedure.

<u>Definition</u>. For the purpose of this Agreement, a grievance is defined as any complaint regarding the interpretation or application of a specific provision of this Agreement.

Procedure. Grievances shall be processed in accordance with the following:

- A. If the Employer fails to give a written answer within the time limits set out for any step, the grievant may immediately appeal to Step II. Grievances not processed to the next step within the prescribed time limits shall be considered dropped.
- B. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issue involved, the specific section(s) of the collective bargaining agreement alleged to have been violated, and the relief sought.
- C. Time limits may only be extended by mutual consent, in writing.
- D. Time spent processing grievances shall be deferred to non-working hours wherever possible. In the event of a grievance, the grievant shall continue to perform his/her assigned tasks and grieve the complaint later.

#### STEP I

- An earnest effort shall first be made to settle the matter informally between the grievant and A. the Chief of Police.
- If the matter is not resolved, the grievance shall be presented in writing by the grievant to the Chief within ten (10) calendar days after the facts upon which the grievance is based first B. occur or first become known. The Chief shall give a written answer within ten (10) calendar days of the time the grievance was presented in writing.

#### STEP II

If not settled in Step I, the grievance may, within ten (10) calendar days, be appealed in writing to the Police and Fire Commission, with a copy to the Finance Committee and the Chief of Police. The Police and Fire Commission shall conduct a hearing at the next regularly scheduled meeting at which the grievance can be heard, unless the grievance has been mutually settled. The Police and Fire Commission shall give a written answer within ten (10) calendar days following the hearing.

# ARTICLE 14 - SENIORITY

- Seniority. For benefit accumulation purposes, seniority shall commence on the first day of hire for the City. However, for other purposes, seniority from the date promoted to Sergeant A. shall prevail. Employees on extended unpaid leaves or layoff shall retain their seniority prior to the leave or layoff; however, no benefits or seniority shall accrue to employees while on extended unpaid leave or layoff.
- Loss of Seniority. Seniority and the employment relationship shall be broken if any B. employee:
  - Ouits; 1.
  - Is discharged; 2.
  - Fails to report to work within seven (7) working days after having been recalled from 3. lavoff;
  - Fails to be recalled from layoff after a period of one (1) year from effective date of 4. lavoff;
  - Retires; or, 5.
  - Fails to return at the termination of a leave of absence. 6.

# ARTICLE 15 - JOB POSTING

Vacancies shall be filled pursuant to Section 62.13(4), Wis. Stats. The Employer may advertise the position outside the City concurrently with internal posting. Nothing herein shall preclude the Employer from filling a vacancy with an applicant from outside the department.

# ARTICLE 16 - LAYOFF AND RECALL

- A. <u>Layoff.</u> When the Employer determines that a layoff, in whole or in part, is necessary, Section 62.13(5m), Wis. Stats., shall be followed.
- B. Recall. Rehiring of employees who have been laid off shall be in reverse order to that of laying off, provided the recalled employees are qualified to perform the available work. Laid-off employees shall retain seniority rights for a period of one (1) year from the date of layoff. The Notice of Recall for any employee who has been laid off shall be sent by certified mail to the last known address of the employee. Employees on layoff shall forward any change of address to the City Clerk.

#### ARTICLE 17 - SICK LEAVE

Regular full time employees shall accrue sick leave at the rate of eight and a half (8 ½) hours per month actually worked. No payment of accrued sick leave will be made when an employee terminates voluntarily or involuntarily. Employees are required to notify the Employer as soon as possible when use of sick leave is required and shall explain the reason for the absence. In order to receive sick leave pay, an employee may be required by the Chief of Police to furnish a physician's certificate as proof of illness.

Sick leave shall only be used for an employee's own verifiable illness or injury. The use of sick leave for reasons other than personal illness or injury shall be sufficient grounds for disciplinary action, including suspension or discharge. Sick leave will not be allowed for time lost due to illness, injury or physical disability incurred while in the employ of others.

Retirement. When an employee retires (by applying for Wisconsin retirement benefits), any unused accumulated sick leave (75 days maximum) shall be converted to a monetary value at the daily rate then in effect and be kept in trust for the purpose of paying for continued health insurance coverage for the retired employee and/or spouse/dependents of the retired employee. The coverage shall be either with the City's group or with another health insurance policy designated by the employee. In lieu of having the trust established, a retiring sergeant may choose to have 2/3 of the amount which would have been placed in trust placed in the sergeant's HRA.

<u>Death Benefit</u>. Upon death, any unused accumulated sick leave (75 days maximum) shall be converted to a monetary fund at the daily rate then in effect and will be kept in trust for the purpose of paying for continued health insurance coverage for the deceased employee's spouse/dependents. The coverage shall either be with the City's group or with another health insurance policy designated by the spouse/dependent.

Any days after seventy-five (75) are considered reserve credit. Any sick leave taken will be deducted first from basic credit. Reserve credit shall be used in the event of catastrophic illness or off the job injury of the employee himself.

## ARTICLE 18 - FUNERAL LEAVE

In the event of the death of a member of his/her immediate family, the employee will be granted up to three (3) consecutive days of paid leave, if scheduled to work, to make necessary arrangements and/or attend the funeral. For purposes of this provision, immediate family shall be defined as spouse, child, parents (including step parents) of the employee and the current spouse's mother or father. Paid leave for the funeral of a grandparent, brother, sister, brother-in-law or sister-in-law would be allowed for one (1) day. Such leave shall be for a maximum of six (6) days per calendar year and there shall be no right of accumulating said leave. Other absences for purposes of attending funerals shall be chargeable to sick leave.

#### **ARTICLE 19 - VACATION**

All regular full time employees shall accrue vacation with pay on the anniversary date of their employment as follows:

Vacation Benefit	Completed Years of Service
60 work hours 120 work hours 150 work hours 180 work hours 200 work hours	1 year of service 3 years of service 7 years of service 10 years of service 20 years of service

During the first year of employment, an employee earns his/her vacation to be taken after their first anniversary date. No vacation may be taken until one (1) full year of employment has been completed. Thereafter, vacation may be taken any time during the calendar year in which the anniversary occurs. (Example: An individual commencing employment August 8, 1980, may take 60 work hours after August 8, 1981. On January 1, 1983, he/she may take 120 work hours of paid vacation.)

A vacation day shall be the equivalent of the hours worked during a normal work day. Vacation pay shall be at the employee's regular straight time rate of pay. Vacation shall be taken on a current year basis and shall not accumulate from year to year.

Scheduling of all vacations requires prior approval of the Employer and the Employer reserves the right to approve the scheduling of vacations so as not to interrupt operations. The Employer shall determine the number of employees on vacation at any given period.

## ARTICLE 20 - HOLIDAYS

Holiday Schedule. Employees shall receive eleven (11) additional days pay (8½ hours) each year as holiday pay in accordance with the following schedule:

A.	New Year's Day	G.	Christmas All President's Day Floating Holiday Floating Holiday
B.	Easter Sunday	H.	
C.	Memorial Day	I.	
D.	July 4th	J.	
E.	Labor Day	K	
E. F.	Labor Day Thanksgiving	K.	Floating Holiday

<u>Holiday Pay Rate</u>. Holiday pay shall be computed at the employee's regularly classified rate at the regularly scheduled number of hours for holidays which were celebrated while the Sergeant was employed. Holidays shall be paid in a lump sum during the month of November each year.

#### **ARTICLE 21 - INSURANCE**

- A. <u>Health Insurance</u>. The City agrees to pay 92% of the premium of the group health insurance plan offered to full time eligible employees. Effective January 1, 2014, the City agrees to pay 90% of the premium of the group health insurance plan offered to full time eligible employees. An employee working less than full time shall receive a pro rata contribution.
- B. <u>Life Insurance</u>. The City agrees to pay a dollar amount equal to 20% of the cost of participation in the Wisconsin Retirement System's life insurance program for all eligible to participate. Coverage shall equal the prior year's income.
- C. <u>No Claim</u>. No employee shall make any claim against the Employer for additional compensation in lieu of or in addition to his/her cost of coverage because he/she does not qualify for the family plan.
- D. The City will provide a Section 125 Pre-Tax Deduction Plan, which shall include medical reimbursement and dependent care deductions.
- E. When an employee retires at an eligible age as determined by the Wisconsin Retirement System, at retirement, after exhaustion of accumulated sick leave benefits in Article 17, the employee may continue to participate in the Employer's group medical insurance program, at the group rate, at the employee's expense, until eligible for Medicare. This benefit shall be extended to those bargaining unit members who qualify for duty related disability benefits under Wis. Stats. 40.63 et.seq. or 40.65 et.seq.
- F. Retirees who are eligible for Medicare may no longer remain in the City's health insurance group.

#### **ARTICLE 22 - RETIREMENT**

The City agrees to pay up to seven percent (7%) of each eligible employee's gross compensation toward the employee's share of Wisconsin Retirement System contributions. Effective January 1,

2012, employees hired on or after July 1, 2011, will contribute one-half of the total actuarially required contributions for general municipal employees to the Wisconsin Retirement System. The City will pay the remainder of the contribution required by the Wisconsin Retirement System.

#### **ARTICLE 23 - LONGEVITY**

On the January 1 after completion of the first year of continuous employment, regular full time employees shall be eligible for longevity payments at the rate of two dollars (\$2.00) per month for each year of continuous full time employment with the City. No employee shall receive a sum greater than seven hundred and twenty dollars (\$720.00) in any one calendar year.

## **ARTICLE 24 - UNIFORM ALLOWANCE**

Sergeants shall receive a clothing allowance of seven hundred dollars (\$700.00) annually. Payment and administration of the clothing allowance will be made in accordance with existing policies, and payments allowed up to the maximum only upon authorization of the Chief of Police. In addition, the City agrees that, if the Chief determines a need, the City will replace bullet proof vests.

## ARTICLE 24 - DIRECT DEPOSIT

The City shall directly deposit a sergeant's pay into a checking or savings account.

### **ARTICLE 25 - DURATION**

This Agreement shall be in effect from January 1, 2019, until December 31, 2020.

#### **ARTICLE 26 - MINIMUM WAGES**

	Start 921/2% of top sergeant	6 Mo. 95% of top sergeant	12 Mo. 97½% of top sergeant	24 Mo. 100% of top sergeant
1/1/19	\$36.08	\$37.05	\$38.02	\$39.00
1/1/20	\$36.89	\$37.88	\$38.88	\$39.88

The City has the right to place employees new to the bargaining unit on the grid based on their experience and knowledge.

All sergeants whose shift starts from 4:00 p.m. to 7:59 p.m. shall receive a fifteen cent (\$.15) per hour shift premium. All sergeants whose shift starts at or after 8:00 p.m. on any given day shall receive a twenty cent (\$.20) per hour shift premium.

Dated this 44 day of February, 2019.

CITY OF HUDSON

HUDSON POLICE SERGEANTS ASSOCIATION

By: Olal ()

This Document Prepared By: Weld Riley, S.C. P.O. Box 1030 Eau Claire, WI 54702-1030 Tel. No.: 715-839-7786

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Agreement Between the

# **CITY OF HUDSON**

and the

# HUDSON POLICE PATROL OFFICERS' ASSOCIATION

# WISCONSIN PROFESSIONAL POLICE ASSOCIATION

# LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

January 1, 2019 through December 31, 2020

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## CITY OF HUDSON - PATROL OFFICERS' ASSOCIATION

#### LABOR AGREEMENT

THIS AGREEMENT is made on the date hereinafter stated by and between the City of Hudson, St. Croix County, Wisconsin, hereinafter referred to as CITY or EMPLOYER, and the HUDSON POLICE PATROL OFFICERS' ASSOCIATION, (represented by the LEER Division of the Wisconsin Professional Police Association) hereinafter referred to as the ASSOCIATION.

It is intended by this Agreement to promote harmony among the employees and their employer, the CITY OF HUDSON, and to provide for the efficient operation of the Police Department of the City and effective law enforcement, and to achieve as the ultimate goal of all parties concerned, a high level of protection of persons and property and the preservation of law and order in Hudson and to delineate the responsibilities and duties of the employees affected thereby.

# **ARTICLE I - RECOGNITION AND DUES DEDUCTIONS**

Section 1.01: The City recognizes the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association as the sole and exclusive bargaining agent for all full-time patrol officers in the Police Department for the purpose of engaging in conferences and negotiations establishing wages, hours and conditions of employment. Expressly excluded from the bargaining unit are the chief, lieutenants, sergeants, clerical, seasonal, casual, temporary, managerial, supervisory, confidential and all other employees.

Section 1.02: Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership because of legally protected class status.

The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally. The Association shall hold the City harmless against any and all claims, demands, suits or other forms of liability including court costs that shall arise out of or by reason of action taken or not taken by the City, which City action or non-action is in compliance with the provisions of this Agreement and reliance on any list or certificates which has been furnished to the City pursuant to this Article.

The Employer agrees that it shall deduct from the monthly earnings of all employees in the collective bargaining unit covered by this Agreement, who individually sign a dues deduction

authorization form, the amount of money certified by the Association and forward the dues to the Association by the end of the calendar month.

It is expressly understood and agreed that the Association will refund to the City or to the employee involved any dues erroneously collected by the City and paid to the Association. The Association agrees to save and hold the City harmless from any claims or demands arising out of the City's compliance with the provisions of this section.

The Association agrees to inform the City of any change in the amount of such dues thirty (30) days before the effective date of the change.

With respect to probationary employees, said dues deductions shall commence in the second calendar month of employment.

#### ARTICLE II - MANAGEMENT RIGHTS

The City possesses the sole right to operate City government and all management rights repose in it, subject only to the provisions of this contract and applicable law. These rights include, but are not limited to the following:

- A. To direct all operations of the City;
- B. To establish schedules of work;
- C. To hire, promote, transfer, schedule and assign employees to positions within the City of Hudson Police Department;
- D. To suspend, demote, discharge and take other disciplinary action against employees for just cause. Probationary employees may not grieve such a decision;
- E. To maintain efficiency of City government operations;
- To take whatever action is necessary to comply with State or Federal law;
- G. To introduce new or improved methods or facilities or to change existing methods or facilities;
- H. To determine the kinds and amount of services to be performed as pertains to City government operation; and the number and kinds of classifications to perform such services;
- I. To contract out for goods or services;

- J. To determine the methods, means and personnel by which City operations are to be conducted;
- K. To take whatever action is necessary to carry out the functions of the City in situations of emergency;
- L. For employees hired after January 1, 1996, to set minimum physical condition and mental health standards and to test to ensure compliance.
- M. To establish reasonable work rules. The Union reserves the right to grieve the reasonableness of a rule.

The Association and the employees agree that they will not attempt to abridge these management rights and the City agrees it will not use these management rights to interfere with rights established under this Agreement. Nothing in this Agreement shall be construed as imposing an obligation upon the City to consult or negotiate with the Association concerning the above areas of discretion and policy.

## ARTICLE III - ASSOCIATION ACTIVITY

- A. <u>ASSOCIATION BUSINESS</u>: Association business, where possible, shall be transacted outside the normal working hours. All employees, when acting in an official capacity for the Association, shall keep time records when this activity occurs during working hours and shall furnish the Department Head with a monthly summary of said time records. Association officers shall not be precluded from proper conduct of the grievance procedure, in accordance with the terms of this Agreement. The Department Head reserves the right to designate where meetings on grievances shall occur, and reserves the right to exclude such meetings from any and all work areas. All such meetings shall not seriously interrupt the normal efficient operation of the Department or the City. The bargaining committee of the Association shall be limited to a maximum of three (3) employees.
- B. <u>ASSOCIATION OFFICIALS</u>: The Association agrees to provide written notification to the Department Head with copies to the Finance Committee and the City Clerk within seven (7) days following election or selection of officials assigned to handle various aspects of the grievance procedure. The City agrees to advise the Association of the proper City officials assigned to handle personnel matters involving the Association in writing.

#### ARTICLE IV - TRAINING

- A. TRAINING: The City agrees that it will assume prime responsibility for training employees in the bargaining unit under the guidelines of qualified personnel in the work in which they are assigned. Each employee assumes full responsibility for learning and knowing the material presented in training sessions and further agrees to maintain a level of professional competence necessary to perform the work assigned.
- B. <u>PAYMENT</u>: An employee required to participate in training in lieu of duty shall continue to receive their regular pay so long as they continue in the training program. Reasonable expenses for food (not to exceed the food per diem allowed for other City employees), lodging and necessary expenses shall be paid by the City. An employee using a personal automobile shall be reimbursed by the City at the per mile rate paid other City employees for use of personal vehicles.

### ARTICLE V - GRIEVANCE PROCEDURE

A. <u>DEFINITION OF GRIEVANCE</u>: A grievance shall mean a dispute concerning the interpretation or application of a provision of this Agreement.

In matters relating to suspension or discharge, the grievant may elect to appeal the City's decision to circuit court as provided under Statute 62.13.

# B. <u>STEPS OF GRIEVANCE PROCEDURE</u>:

Step 1: The employee, individually, or with a representative shall orally state their grievance to the Chief, Lieutenant or Sergeant within ten (10) calendar days after they knew or should have known of the cause of such grievance. The Chief, Lieutenant or Sergeant shall confer with the employee in relation to the grievance and/or their representative if desired by the employee. The Chief, Lieutenant or Sergeant shall, within five (5) calendar days, orally inform the employee, or their representative of their decision.

Step 2: If the grievance is not settled at the first step, within ten (10) calendar days of the Step 1 decision, the employee or their representative shall prepare a written grievance and shall present it to the Chief of Police. Within ten (10) calendar days after receipt of the written grievance, the Chief shall confer with the employee in

relation to the grievance and the employee's representative may be afforded the opportunity to be present and participate at this conference if requested by the employee. Following said conference, the Chief shall respond within five (5) calendar days in writing.

Step 3: If the grievance is not settled at Step 2, the employee or their representative may appeal the written grievance to the Police & Fire Commission with a copy to the Finance Committee and the Chief of Police within ten (10) calendar days after receipt of the written decision of the Chief. Within ten (10) calendar days after receipt of the written grievance, the Police & Fire Commission shall discuss the grievance with the employee and their representative, if one is desired by the employee. Following said conference, the Police & Fire Commission shall respond within ten (10) calendar days in writing, with copies to the Finance Committee and Chief of Police.

#### C. <u>ARBITRATION</u>:

- 1. <u>TIME LIMIT</u>: If a satisfactory settlement is not reached in Step 3, the Association must notify the Police & Fire Commission, Finance Committee and Chief of Police in writing within ten (10) calendar days that they intend to process the grievance to arbitration.
- 2. <u>SELECTION OF ARBITRATOR</u>: Any grievance which cannot be settled through the above procedures may be submitted to the Wisconsin Employment Relations Commission (W.E.R.C.) for arbitration. The W.E.R.C. shall prepare a list of five (5) non-staff arbitrators. The parties shall alternately strike names from the list until one (1) remains. The first party to strike shall be determined by the flip of a coin. The remaining arbitrator on the slate after the strikes shall then be notified of their appointment as arbitrator.
- 3. <u>ARBITRATION HEARING</u>: The arbitrator selected shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the City and the Association which shall be binding upon both parties.

- 4. <u>COSTS</u>: Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees, and fees of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney's fees. Testimony or other participation of employees shall not be paid by the City. The arbitration hearing shall be conducted in the City Hall.
- 5. TRANSCRIPT: A transcript of the hearing shall be required if requested in writing at least two (2) days prior to the hearing.
- 6. <u>DECISION OF THE ARBITRATOR</u>: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation or application of the contract in the area where the alleged breach occurred. The arbitrator shall not modify, add to, or delete from the express terms of the Agreement.

#### D. GENERAL PROVISIONS:

- 1. <u>TIME LIMITS</u>: The failure of the party to file or appeal the grievance in a timely fashion as provided herein shall be deemed a waiver of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. However, if it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing. In the event of a grievance, the grievant shall continue to perform their assigned tasks and grieve their complaint later.
- PAST GRIEVANCES: Past grievances may not be filed under the provisions of this
  procedure. All grievances filed which bear a filing date which precedes or is the
  same as the expiration date of this Agreement must be proceeded to conclusion under
  the terms of this procedure.
- 3. SPECIAL NOTICE FOR NEW FACTS: If the grievance has been processed beyond Step 2, and the grievant wishes to add new facts or information into the file, they shall immediately transmit notice to the Chief and shall indicate in said notice the nature and details of the new fact. When such notice has been transmitted by the grievant, the grievance cannot progress through the arbitration procedures until the

Chief has had an opportunity to respond. Within five (5) calendar days of receipt of such special notice, the Chief shall exercise one of the following options:

- A) The Chief may reopen the proceedings of Step 2 for the purpose of reconsidering the Step 2 decision.
- B) The Chief may acknowledge receipt of the facts and stipulate that the grievance proceed.
- 4. <u>ADJUSTMENTS FROM GRIEVANCE CONFERENCES</u>: Any adjustments resulting from the grievance conferences under this provision shall be consistent with the terms of this Agreement.

## ARTICLE VI - NO STRIKE AGREEMENT

- A. <u>STRIKES & LOCKOUTS PROHIBITED</u>: Strikes and lockouts shall be prohibited to the extent of all applicable State laws in effect at the time of the original signing of this Agreement and shall remain in force throughout the life of this Agreement or until a successor Agreement is ratified by both parties.
- B. <u>ASSOCIATION ACTION</u>: Upon notification by the City to the Association that certain of its members are engaged in a violation of this provision the Association shall immediately in writing order such members to return to work, provide the City with a copy of such an order and a responsible official of the Association shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.
- C. <u>PENALTIES</u>: Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the City. In an arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity. If the Association has authorized or sanctioned any strike acts, or work stoppage, slowdown or other breach of this provision, the Association shall be liable to the City for liquidated damages in the amount of fifty dollars (\$50.00) per day for

each employee who refused to perform their regular duties. If other employees are made idle as a result of such prohibited actions, the Association shall be liable to the City for liquidated damages in the amount of one hundred fifty dollars (\$150.00) per day for each day of the strike. The City and the Association agree that the City, at its election, may seek payment of any liquidated damages owed under this provision either in state suit proceedings or through the arbitration procedures set forth herein. In addition to penalties provided herein, the City may enforce any other legal rights and remedies to which by law it is entitled.

D. <u>PENALTIES FOR LOCKOUT</u>: If the City is found guilty of lockout practices, the Association shall be entitled to liquidated damages in the amount of one hundred fifty dollars (\$150.00) per day for each day such a lockout is engaged in.

#### **ARTICLE VII - WAGES**

Employees shall be paid the wages set forth in Appendix "A" to this Agreement.

## ARTICLE VIII - HOURS OF WORK

The normal scheduled work day for patrol officers shall be ten (10) hours. The normal scheduled work week shall consist of four (4) work days, scheduled in accordance with the existing seven-week rotation schedule.

The Employee shall be required to make up the difference between the time paid for two thousand eighty (2080) hours and the time scheduled in a calendar year.

Patrol Officers may switch days off with another patrol officer, if both mutually agree. Any such switch must be approved by the Chief of Police or designee.

If an officer does not receive notice of a shift change by at least 24 hours prior to implementing such change, the Officer affected will be entitled to 2 hours pay at time-and-onehalf in addition to any other pay earned. This section shall not apply to shift changes caused by sick leave of regular road patrol officers. This section may be waived by mutual consent of both parties.

## ARTICLE IX - SHIFT SELECTION

Patrol officers, not on probation, shall select shifts on a seniority basis. Shift selections shall occur in December for a period of January 1 to June 30 of the succeeding year and in June for the

period of July 1 to December 31 for the succeeding months to complete the calendar year. All officers on probation status shall be placed on shifts at the discretion of the Chief of Police. Probationary employees shall be distributed among the various shifts as equitably as possible, as determined by the Chief of Police.

The Chief reserves the right to reassign up to two (2) officers out of their selected shift at any time, for a maximum of one (1) month, due to the needs and good of the department.

#### **ARTICLE X - OVERTIME**

- All employees required to work beyond their regular schedule shall receive time and one-half
   (1 ½) their hourly rate for overtime hours worked.
- B. All employees required to attend court when not on their regular work schedule shall receive a minimum of two (2) hours time at time and one-half (1 ½) their hourly rate. Court attendance required beyond the two (2) hours shall be at the usual time and one-half (1 ½) their hourly rate for overtime for each additional hour. This two (2) hour minimum at time and one-half (1 ½) does apply to City of Hudson Municipal Court as well as St. Croix County Court.
- C. There shall be a two (2) hour minimum pay for all "call-in" time outside normally scheduled hours, with the exception that employees called in to complete work, i.e. paperwork, not satisfactorily completed during their shift shall be paid only for time actually worked unless a supervisor rejected a request for overtime to complete the paperwork.
- D. Comp time may be selected in lieu of overtime compensation and is earned at time and one-half (1 ½) for each overtime hour worked. Comp time may be banked to a maximum of one hundred fifty (150) hours effective December 31, 2019. Officers with more than one hundred fifty (150) hours banked comp time may keep their banked comp time but cannot accrue additional comp time until their bank goes below one hundred fifty (150) hours. In the event an officer with one hundred fifty (150) hours banked works overtime, the time shall be paid. All overtime must be authorized by the Employer. Comp time requests will be processed as if a vacation request. (See Article XX, Sections D and F).

#### ARTICLE XI - PROBATIONARY PERIOD

New employees shall be classified as probationary employees and shall have no seniority until such time as they have accumulated one (1) year of continuous employment with the City as an employee of the Police Department. The Employer agrees to give quarterly evaluations during the probationary period. If the probationary period is extended, said officer shall not be discharged except for unsatisfactory performance or failure to complete training. The employee shall be notified of the reasons for the extensions. Neither the decision to extend the probationary period nor the decision to terminate a probationary employee shall be arbitrary. If said employee does not complete training successfully within an additional one (1) year period, said employee shall be discharged. After completion of the probationary period, the employee shall be placed on the seniority list as of their most recent date of hire.

#### ARTICLE XII - PAY PERIOD

Employees in the bargaining unit shall be paid every other Friday. The City shall directly deposit an officer's pay into a checking or savings account. In such case, advance notice will be given to the members of the bargaining unit before the change is effective.

For FLSA purposes, the parties agree that the City is using a 27-day work schedule.

#### ARTICLE XIII - LONGEVITY

A. <u>ANNUAL PAYMENT</u>: Longevity payments shall be made at the rate of two dollars (\$2.00) per month for each year of continuous employment with the City. Said payment shall be made on paydays effective January 1<sup>st</sup> after completion of at least one (1) year's service. No employee shall receive a sum greater than seven hundred and twenty dollars (\$720.00) in any one (1) calendar year under the terms of this part of the Agreement.

# ARTICLE XIV - ANNUAL ENCAMPMENT - MILITARY LEAVE

A. <u>ANNUAL ENCAMPMENT</u>: Employees who are members of an armed forces reserve unit shall be entitled to the difference between their regular pay and pay received to participate in training programs which require their absence from work.

B. <u>MILITARY LEAVE</u>: Employees who are called into the armed forces shall be entitled to reinstatement pursuant to state or federal law.

#### ARTICLE XV - SICK LEAVE

- A. <u>ANNUAL ACCUMULATION</u>: Employees shall accrue sick leave at the rate of eight and one-half (8.5) hours for each calendar month of service.
- B. <u>NO PAYMENT FOR UNUSED DAYS</u>: No payment shall be made of accrued and unused sick leave when an employee terminates voluntarily or involuntarily.
- C. <u>PHYSICIANS STATEMENT</u>: In order to become eligible for sick leave, an employee may be required by the Chief of Police to furnish a physician's certificate to either the Department Head or Lieutenant as proof of illness.
- D. <u>NOTICE</u>: An employee desiring sick leave shall inform their immediate supervisor at least sixty (60) minutes prior to the start of their work shift for that day and explain the reason for their absence.
- E. <u>WELLNESS PAY</u>: Employees who do not use any sick leave for any continuous six-month period January 1 through December 31 shall receive a \$50 bonus payment.
- F. RETIREMENT: When an employee retires (by applying for Wisconsin retirement benefits), any unused accumulated sick leave (seventy-five [75] days maximum) shall be converted to a monetary value at the daily rate then in effect and be kept in trust for the purpose of paying for continued health insurance coverage for the retired employee and/or spouse/dependents of the retired employee. The coverage shall be either with the City's group or with another health insurance policy designated by the employee. In lieu of having the trust established, a retiring officer may choose to have 2/3 of the amount which would have been placed in trust placed in the officer's HRA.
- G. <u>DEATH BENEFIT</u>: Upon death, any unused accumulated sick leave (seventy-five [75] days maximum) shall be converted to a monetary fund at the daily rate then in effect and will be kept in trust for the purpose of paying for continued health insurance coverage for the deceased employee's spouse/dependents. The coverage shall either be with the City's group or with another health insurance policy designated by the spouse/dependent.

# ARTICLE XVI - ELIGIBILITY - WORKER'S COMPENSATION

During periods of disability due to injury proven to be caused by the hazardous nature of police work only, the employer shall pay the employee compensation equal to the difference between Worker's Compensation benefits and their normal net pay, excluding any overtime pay, provided that the employee is eligible to receive Worker's Compensation benefits. This benefit shall be for a maximum period of ninety (90) days, and only if proven to be caused by the hazardous nature of police work. After ninety (90) days, the matter shall be considered for extension by the City Council. Benefits provided under this Article shall not be deducted from any sick leave accrued by the employee under Article XV.

## **ARTICLE XVII - RETIREMENT**

The City agrees to pay the employee's share of the retirement contribution up to seven percent (7%) of the employee's gross earnings to the Wisconsin Retirement System, in addition to the City's share of the contribution. Effective January 1, 2012, employees hired on or after July 1, 2011, will contribute one-half of the total actuarially required contributions for general municipal employees to the Wisconsin Retirement System. The City will pay the remainder of the contribution required by the Wisconsin Retirement System.

## ARTICLE XVIII - MEDICAL INSURANCE

- A. <u>GROUP COVERAGE</u>: Effective January 1, 2014, the City agrees to pay 90% of the premium of the group health insurance plan offered to full time eligible employees. An employee working less than full time shall receive a pro rata contribution.
- B. The City will provide a Section 125 Pre-Tax Deduction Plan, which shall include medical reimbursement and dependent care deductions.
- C. <u>PROBATIONARY EMPLOYEES</u>: Medical insurance shall be provided to all employees when they are eligible to participate as determined by the insurance carrier.
- D. <u>NO CLAIM</u>: No employee shall make any claim against the City for additional compensation in lieu of or in addition to their insurance premium paid because they do not qualify for the family plan.

E. <u>CONTINUATION OF COVERAGE</u>: Employees who become disabled or retire (by drawing WRS benefits) shall have the option of continuing their insurance coverage under the then current medical insurance program of the City, at the employee's own expense until they become eligible for Medicare.

## **ARTICLE XIX - UNIFORM ALLOWANCE**

Officers (required to wear uniforms) pursuant to their regular assigned duties shall receive a clothing allowance of seven hundred dollars (\$700.00), effective January 1, 2019, annually. Payment and administration of the clothing allowance will be made in accordance with existing policies, and payments allowed up to the maximum only upon authorization of the Chief of Police. In addition, the City agrees that, if the Chief determines a need, the City will replace bullet proof vests.

#### **ARTICLE XX - VACATIONS**

A. <u>VACATION BENEFITS</u>: All full-time employees shall receive the following vacation benefits:

VACATION BENEFITS	COMPLETED YEARS OF SERVICE
60 Work Hours	1 Year of Service
120 Work Hours	3 Years of Service
150 Work Hours	7 Years of Service
180 Work Hours	10 Years of Service
200 Work Hours	20 Years of Service

During the first year of employment, an employee earns his/her vacation to be taken after their first anniversary date. No vacation may be taken until one (1) full year of employment has been completed. Thereafter, vacation may be taken any time during the calendar year in which the anniversary occurs. (Example: An individual commencing employment August 8, 1980, may take 60 work hours after August 8, 1981. On January 1, 1983, he/she may take 120 work hours of paid vacation.)

B. <u>NO ACCUMULATION</u>: Vacations shall not accumulate from year to year. In unusual cases accumulation may be allowed upon agreement of the Chief of Police and City Council.

- C. <u>SEVERANCE</u>: Employees who retire from City service and give two (2) weeks notice of such retirement and the beneficiaries of employees who die in City employment will be compensated at their regular rate for earned and unused vacation accumulated to their credit.
- D. <u>SCHEDULING</u>: The Department Head shall schedule the vacations within their department. Choice of vacation time within a given classification shall be by seniority. Employees must provide at least 24 hours advance notice of requested vacation or comp time. If less than 24 hours' notice is provided, the request may be denied.
- E. <u>NO WAIVER</u>: An employee may not waive a vacation and take vacation pay in lieu of vacation.
- F. Two officers may be allowed to take their vacations at the same time, with approval by the Chief for the second officer.

#### ARTICLE XXI - HOLIDAYS

Employees shall receive eleven (11) additional days (eight and one-half  $(8\frac{1}{2})$  hours) pay each year as holiday pay in accordance with the following schedule:

- A. 1. New Year's Day
  - 2. Easter Sunday
  - 3. Memorial Day
  - 4. July 4<sup>th</sup>
  - Labor Day
  - 6. Thanksgiving

- 7. Christmas
- 8. All President's Day
- 9. Floating Holiday
- 10. Floating Holiday
- 11. Floating Holiday
- B. Holidays shall be paid in a lump sum during the month of November each year for holidays which were celebrated while the officer was employed. Holiday compensation is to be granted as straight time pay for all employees with over two (2) years seniority. Employees with less than two (2) years seniority have the choice of straight time pay or straight time compensatory time at the employee's option. Any employee who wishes to be granted compensatory time rather than holiday pay shall notify the City Administrator by November 1 of each year of that desire. Employees may not use holiday compensatory time awarded under this section prior to November 1 in any given year.

#### ARTICLE XXII - FUNERAL LEAVE

A. <u>LEAVE GRANTED</u>: All full-time employees shall be entitled, to funeral leave, with pay, consisting of up to three (3) calendar days including the day of the funeral for the purpose of attending the funeral of a member of the immediate family. For the purpose of this Article, immediate family is defined as the spouse, child, or parents of an employee and the spouse's mother or father. Paid leave for Grandparents funeral would be allowed for one (1) day. Such leave shall be for a maximum of six (6) days per calendar year and there shall be no rights of accumulating said leave. All other absences for purposes of attending funerals shall be chargeable to sick leave.

#### ARTICLE XXIII - UNPAID LEAVE OF ABSENCE

- A. The Employer may, in its sole .discretion, grant unpaid leave to an employee for medical or personal reasons. The Employer's decision regarding a request for unpaid leave shall not be subject to review under the grievance procedure.
- B. <u>BENEFITS</u>: No benefits shall accrue to the employee while taking a leave of absence except they shall not lose any previously earned seniority or benefits.
- C. <u>RE-EMPLOYMENT</u>: The employee to whom leave of absence has been granted, shall be entitled at the expiration of the time stated on such leave, to be reinstated, if qualified, to a position comparable to that which the employee held at the time the leave was granted.
- D. <u>REQUEST IN WRITING</u>: Any leave of absence shall be requested in writing, stating starting and ending dates, and the reason for the leave, at least thirty (30) days in advance; any leave of absence greater than ninety (90) days must be approved by City Council in writing.
- E. This leave would be in addition to any leaves available to employees under either the state or federal Family and Medical Leave Act.

## ARTICLE XXIV - SEVERABILITY

If any Article or part of this Memorandum of Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or part should be restrained by such tribunal, the remainder of this Memorandum of

Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or part.

## **ARTICLE XXV - RESIDENCY REQUIREMENTS**

As a condition of employment, full-time sworn Police Officers shall live within twenty (20) miles of the jurisdictional boundaries of the City.

# ARTICLE XXVI - ENTIRE MEMORANDUM OF AGREEMENT

- A. <u>AMENDMENTS</u>: This Agreement constitutes the entire Agreement between the parties and no verbal statements or past practices shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.
- B. WAIVER: The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and Agreements were arrived at by the parties after the exercise of that right and the opportunities as set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to in this Agreement, except for mandatory subjects of bargaining within the meaning of Wisconsin Statutes 111.70, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- C. <u>ORDINANCES AND RESOLUTIONS</u>: All existing ordinances or resolutions of the City affecting wages, hours of work and conditions of employment, shall not be in conflict with this Agreement.

#### **ARTICLE XXVII - DURATION**

<u>CURRENT AGREEMENT - RENEWAL</u>: The provisions of this Agreement shall become effective January 1, 2019, and shall continue in full force and effect until December 31, 2020. This Agreement shall have automatic renewal on August 1<sup>st</sup> of each year unless either or both parties notify the other of their intent to renegotiate all or any part of this Agreement. The parties agree to commence negotiations by September 15 of the expiring year of the contract. This timetable is subject to adjustment by mutual agreement of the parties.

This, 2019.	
CITY OF HUDSON	HUDSON POLICE PATROL OFFICERS' ASSOCIATION
Ву:	By:
Ву:	Ву:
	By:WPPA/LEER Representative

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#### APPENDIX "A"

At the end of the workday on December 31, 2018, the base pay rates shall be increased, as a result of a labor market adjustment, to:

#### Patrol officer

Start	Hour	\$26.84
1 Year	Hour	28.89
2 Years	Hour	30.35
3 Years	Hour	30.79
4 Years	Hour	31.52
5 Years	Hour	32.46

The base pay rates for calendar years 2019 and 2020 shall be:

EFFECTIVE		1/1/2019 (+2.5%)	1/1/2020 (+2.5%)
Patrol officer			
Start	Hour	\$27.51	\$28.20
1 Year	Hour	29.61	30.35
2 Years	Hour	31.11	31.89
3 Years	Hour	31.56	32.35
4 Years	Hour	32.31	33.12
5 Years	Hour	33.27	34.10

All employees in the bargaining unit are classified as Patrol Officers. The City reserves the right to assign, pursuant to its Management Rights under Article II, C and J, individual officers to Investigator/Detective and School Liaison Officer positions (and compensation).

The Investigators/Detectives shall receive one dollar (\$1.00) per hour above the top patrol pay.

All officers whose shift starts from 11:00 a.m. to 3:59 p.m. shall receive a ten cent (\$.10) per hour shift premium. All officers whose shift starts from 4:00 p.m. to 7:59 p.m. shall receive a fifteen cent (\$.15) per hour shift premium. All officers whose shift starts at or after 8:00 p.m. on any given day shall receive a twenty cent (\$.20) per hour shift premium.

The School Liaison Officer shall receive one dollar (\$1.00) per hour above the top patrol pay.

Any officer who is Field Training Officer certified and currently training a new officer shall receive an additional one dollar (\$1.00) per hour for those hours.

For newly hired employees with three (3) or more years of prior law enforcement experience, on successful completion of probation, the City reserves the right to place such employees on the grid based on their experience and knowledge.

The City has the right to place employees new to the bargaining unit on the grid based on their experience and knowledge.

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#### SIDE LETTER

The Canine Officer's scheduled work day shall include ½ hour to care for and train the dog. The Canine Officer's work schedule shall be set by the Chief. The Canine Officer shall, in addition, be scheduled to work ½ hour each unscheduled work day to care for and train the dog. Finally, the Canine Officer shall receive an extra \$350 per year uniform allowance.

CITY OF HUDSON		HUDSON POLICE PATROI ASSOCIATION	OFFICERS
Ву:	Date	By:	Date

#### SIDE LETTER

The parties agree to discuss the issue of reimbursement of City expenses when an officer voluntarily or involuntarily leaves the Department in his/her first two years of employment during the term of the 2019-2020 collective bargaining agreement. In the event the parties reach an agreement, its terms shall be memorialized in a Memorandum of Understanding or Sideletter which shall then become effective through the remainder of that collective bargaining agreement's term.

CITY OF HUDSON		HUDSON POLICE PATROL OFFICERS ASSOCIATION
Ву:		Ву:
	Date	Date

#### SIDE LETTER

The parties agree to discuss the issue of taxability of uniform allowance payments to non-uniformed officers during the term of the 2019-2020 collective bargaining agreement. In the event the parties reach an agreement, its terms shall be memorialized in a Memorandum of Understanding or Sideletter which shall then become effective through the remainder of that collective bargaining agreement's term.

CITY OF HUDSON		HUDSON POLICE PATROL OI ASSOCIATION	FICERS
Ву:	Date	Ву:	Date

This Document Prepared By: Weld Riley, S.C. P.O. Box 1030 Eau Claire, WI 54702-1030 Tel. No.: 715-839-7786

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SUBMITTED TO: Finance Committee and Common Council

DATE: December 2, 2020

SUBMITTED BY: Alison Egger, Finance Director REGARDING: US Bank Proposal for Services

#### **ISSUE:**

The City has been exploring banking options, services, and fees to help streamline our processes and save the City money, during our current times. We received information from US Bank, which currently holds the Wisconsin State Contract and hence meets all the RFP requirements and would offer significant savings over our current banking fees with Associated Bank and offer services that would help improve our credit card controls as they currently stand.

#### **STAFF RECOMMENDATION:**

Approve the acceptance US Banks proposal and switching our banking services and City credit cards over to US Bank services and purchase cards.



December 4, 2020

Re: City of Hudson- Depository and Pcard Relationship

Attached you will find a cost comparison detailing the benefit the City would receive from the State of WI contract pricing versus its current pricing at Associated Bank. This is an apples-to-apples cost comparison; it does include all the existing elements and line items on the City's current account analysis.

The State allows all political subdivisions within to State to take advantage of the pricing that they negotiate with us, as their bank. This participation also serves as your fiduciary responsibility due to the State's issuance of the RFP and full review of services and pricing. The RFP/contracts are noted below:

- Enterprise Banking Services RFP# EBS RFP 28238-BD; this contract is for depository and treasury management services through December 31, 2025.
  - This covers all depository and treasury management services, except lockbox.
- Lockbox Contracted Services Amendment #505ENT-M08-ENTBANKING-01; contract expires June 30, 2023.
  - This is on a stand-alone contract also under DoA—not included with banking enterprise services. Direct contract with the State.
- Purchasing Card (NASPO Contract) # 00719; this contract runs through January 1, 2025.

Currently, Associated Bank is not giving the City an Earnings Credit Rate (ECR) on your account balances to help offset banking service fees. Our standard ECR would be 0.16%. I've shown the calculation below based on the \$1.4MM in balances shown on the account analysis.

#### Current Monthly Banking Fees (based on the account analysis provided):

- Associated Bank = \$1,152.26
- U.S. Bank Fees = \$286.49 (monthly fees) \$193.66 (ECR) = \$92.83 (Net Fees)

Savings Totals for U.S. Bank Depository Services:

Monthly Savings: \$1,059.43 (w/ECR)

Annual Savings: \$12,713.16

#### Purchasing Cards (Pcard)

For the Pcard; if you just spend what you are spending now, I'll round that to \$200k, you'd earn up to 2.10% if you paid the next day after month end cycle close (this is called the speed of pay rebate--most clients set up autopay to maximize that portion of the rebate); on \$200k, you'd earn an total annual rebate of \$4,200.

- There is no minimum spend
- No cost for the program
- You have full, real-time, control of cardholders, limits and an approval process.
- We are able to load the City's chart of accounts to allow proper allocation of expense per cardholder/department.

Based on the visa vendor match that we performed for you, we feel comfortable recognizing approximately and additional \$3,000,000 in A/P spend that could be placed on cards.

Example of Rebate on \$3,000,000:

\$3MM x 1.35% (standard monthly rebate) = \$40,500 \$3MM x 0.45% (speed of pay rebate) = \$13,500 \$3MM x 0.30% (year-end total spend rebate) = \$9,000

#### Total Estimated Rebate on \$3MM in A/P spend= \$63,000

I've included the following attachments for your review as well:

- Sample of your Account Analysis with State of WI contract pricing
- A/P file visa vendor match with potential card spend
- o Information on the OneCard- the Pcard we would issue the City
- o Information on Access Online- the platform used to manage Pcards

Please let me know if you have any questions on the banking services, pricing or information included in the official pricing proposal. I'm happy to answer those or present to the city council if necessary.

Sincerely,

Kerri Stoner

Government Banking Division
Vice President | Relationship Manager

p. 651.466.8607 | f. 651.466.8910 | c. 715.491.4253 | kerri.stoner@usbank.com

U.S. Bank – Government Banking

101 East 5th Street, St. Paul, MN 55101 | EP-MN-S9GB | www.usbank.com





November 17, 2020

\$

0.00

7.50 \$

7.50 \$

0.0125 \$

0.00

\$

\$

\$

\$

\$

313

222.97

7.50

3.91

\$

\$

1,672,240

56,250

29,344

City of Hudson 505 3rd St Hudson, WI 54016-1603

Consolidate	d Analysis Summary						
		Earnings Credit Current Month M Settlement Freq	1ultiplie	er	•	6% 00.00 nthly	
Balance Sur	mmary						
Average Collected Balance				=		1,452,451.29	
Settlement A	Analysis						
Collected Ba	lance Available for Earnings Credit Services			=		1,452,451.29	
Earnings Credit @ 0.16%						193.66	
Earnings Credit Based Service Charges				-		286.49	
Current Month Surplus/(Deficit) Position				=		(92.83)	
Net Service	Charges			\$	_	92.83	
<u>AFP</u>	<u>Service</u>	<u>Volume</u>		Unit <u>Price</u>		Total <u>Price</u>	Collected Balance Required
	Depository Services						
010000	Account Maintenance	2	\$	1.00	\$	2.00	\$ 15,000
010101	Paper Credits	23	\$	0.25	\$	5.75	\$ 43,125
010101	Electronic Credits	6	\$	0.03	\$	0.18	\$ 1,350
010100	Paper Debits	318	\$	0.035	\$	11.13	\$ 83,475
010100	Electronic Debits	12	\$	0.03	\$	0.36	\$ 2,700
100224	Deposited Item	347	\$	0.04354	\$	15.11	\$ 113,313
100400	Returned Deposited Items	2	\$	0.50	\$	1.00	\$ 7,500
000230	Deposit Coverage	1453	\$	0.129	\$	187.44	\$ 1,405,778

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**Subtotal Depository Services** 

For First 1 Per Acct

Full/Positive Pay - per Item

SP Issue Mnt Upload - per File

Full/Positive Pay Maint

150030

150030

150030

150120

20020B

**Account Reconcilement Services** 

Each Additional Reconciliation per Cycle Over 1 Per Acct



Page 2 of 3



## Account Analysis & Billing

	Account Analysis & Billing				Collected
	,		Unit	Total	Balance
<u>AFP</u>	<u>Service</u>	Volume	Price	Price	Required
20020B	For First 6 Per Acct	6	\$ 0.00	\$ -	
20020B	For Over 6 Per Acct	6	\$ 0.00	\$ -	
SUBD9999	Subtotal Account Reconcilement Services			\$ 11.41	\$ 85,594
	SinglePoint				
400272	Sp Previous Day Per Acct		\$ 0.00		
400272	For First 1	1	\$ 5.00	\$ 5.00	\$ 37,500
400272	For Over 1	1	\$ 5.00	\$ 5.00	\$ 37,500
400272	Sp Previous Day Per Item	429	\$ 0.00	\$ -	
409999	Account Analysis Report PDF		\$ 0.00		
409999	For First 1	1	\$ 0.00	\$ -	
409999	For Over 1	1	\$ 0.00	\$ -	
409999	Monthly DDA Statement PDF	2	\$ 0.00	\$ -	
250720	ACH Return and NOC Report	1	\$ 0.00	\$ -	
401020	SP Token Monthly Maintenance	3	\$ 3.00	\$ 9.00	\$ 67,500
409999	SP Book Transfer Mo Maint		\$ 0.00		
409999	For First 1	1	\$ 0.00	\$ -	
409999	For Over 1		\$ 0.00	\$ -	
409999	SPE Book Transfer-per Item		\$ 0.00		
409999	SP Book Transfer-per Transfer		\$ 0.20		
100600	SP Mobile Monthly Maint	1	\$ 0.00	\$ -	
250000	SP ACH Origination Mo Maint		\$ 0.00		
250000	For First 1	1	\$ 0.00	\$ -	
250000	For Over 1		\$ 0.00	\$ -	
350000	SP Wires Monthly Maintenance		\$ 0.00		
350000	For First 1	1	\$ 0.00	\$ -	
350000	For Over 1		\$ 0.00	\$ -	
409999	SP External Message Mo Maint		\$ 0.00		
409999	For First 1	1	\$ 0.00	\$ -	
409999	For Over 1		\$ 0.00	\$ -	
409999	SP External User Message Sent	20	\$ 0.00	\$ -	
	Subtotal SinglePoint			\$ 19.00	\$ 142,500
	Wire Transfers				
350300	Incoming Fedwire	2	\$ 2.00	\$ 4.00	\$ 30,000
350104	SP Fedwire Non-Repetitive	8	\$ 2.25	\$	135,000
	Subtotal Wire Transfers			\$ 22.00	\$ 165,000
	ACH Services				
250202	ACH Received Item	99	\$ 0.003	\$ 0.30	\$ 2,228
251050	ACH Block Mthly Maint-per Acct	1	\$ 2.00	\$	\$ 15,000
251050	ACH Filter Mthly Maint	1	\$ 5.00	\$ 5.00	\$ 37,500
251070	ACH Notification of Change	3	\$ 0.05	\$	\$ 1,125
259999	SDA Special Processing		\$ 175.00		
250102	SP ACH On-US Item	82	\$ 0.0075	\$ 0.62	\$ 4,613
250102	SP ACH Transit Item	400	\$ 0.0075	\$ 3.00	\$ 22,500

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Collected



## Account Analysis & Billing

<u>AFP</u> 250102	<u>Service</u> SinglePoint SDA Transit Item	<u>Volume</u>	\$ <b>Unit Price</b> 0.50	Total <u>Price</u>	Balance Required
250505	SP ACH Process Run	5	\$ 0.01	\$ 0.05	\$ 375
	Subtotal ACH Services			\$ 11.11	\$ 83,340
	Total Service Charges			\$ 286.49	\$ 2,148,674
	One Time and Annual Charges				
200410	Setup Full ARP	1	\$ 100.00	\$ 100.00	\$ 750,000
400810	SP Information Rpting Setup				
400810	For First 1	1	\$ 50.00	\$ 50.00	\$ 375,000
400810	For Over 1	1	\$ 0.00	\$ -	
401020	SP Token Setup	1	\$ 30.00	\$ 30.00	\$ 225,000
409999	SP Book Transfer Setup				
409999	For First 1	1	\$ 20.00	\$ 20.00	\$ 150,000
409999	For Over 1		\$ 0.00	\$ -	
250000	SP ACH Origination Setup				
250000	For First 1	1	\$ 20.00	\$ 20.00	\$ 150,000
250000	For Over 1		\$ 0.00	\$ -	
350000	SP Wires Setup	1	\$ 20.00	\$ 20.00	\$ 150,000
109999	SP Issue Maint Setup				
109999	For First 1	1	\$ 20.00	\$ 20.00	\$ 150,000
109999	For Over 1		\$ 0.00	\$ -	
251055	ACH Filter/Block Setup	2	\$ 25.00	\$ 50.00	\$ 375,000
	Total One Time and Annual Service Charges			\$ 310.00	\$ 2,325,000

Prices quoted in this proposal are only for those Treasury Management Services requested by the customer. Additional Treasury Management Services will be separately priced at the time of customer's request. Prices quoted are valid for 60 days following customer's receipt, after which they will be subject to change by U.S. Bank. All prices are subject to change, at any time and at Bank's sole discretion, due to changes in business conditions, volumes, quality of work provided by the customer and normal pricing change cycles.

Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to customer are subject to U.S. Bank's Services Terms and Conditions, as the same may be amended from time to time.

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## **NASPO Purchasing Card Program via the State of Wisconsin**

U.S. Bank is pleased to announce that the State of Wisconsin has extended our contracts for both, our purchasing card and fleet card, for 5 more years and it continues to be available to political subdivisions in Wisconsin. This allows any political subdivision to participate simply by signing a participating addendum. You can then leverage the size and scale of the State's participation in the NASPO card consortium to your benefit.

Each participant will receive a rebate on its own volume multiplied by the percentage for the entire aggregate volume plus a speed of pay rebate based on each participant's payment. There is also a year end aggregate spend bonus.



The U.S. Bank **OneCard** streamlines the purchasing process and empowers your supply chain management strategies. By using U.S. Bank Purchasing Cards to place orders, the costs associated with processing requisitions, purchase orders and check requests are dramatically reduced. The program simplifies and enhances all aspects of the purchasing process, including

policy compliance, vendor negotiations, transaction monitoring, security, reporting and payment. Additional features include:

- Worldwide acceptance
- Online reallocation
- Online transaction management and approval
- Comprehensive spend reporting
- Tax and compliance management tools
- Transaction and spend limits
- Enhanced data capabilities
- Best practice program consulting
- Experienced technical consultants
- Financial systems integration

Example of Rebate with \$10,000,000 in spend:

#### NASPO 1/1/2021

Volume	\$10,000,000.00	1.350%	\$135,000.00
Volume File Turn (3)	\$10,000,000.00	0.450%	\$45,000.00
Annual Total Spend Bonus:	\$10,000,000.00	0.30%	\$30,000.00

#### **Total Rebate Paid:**

\$210,000.00

File Turn is you "speed of pay" rebate. If you have your autopay scheduled the day after cycle close, you get the full 0.45% each month.

Benefits for both programs include:

- Free program
- Quarterly rebate plus Annual rebate based on total spend
- Free access to online tools for reporting and program management

<sup>\*</sup>As a political subdivision, you will be required to credit qualify independently.





The U.S. Bank One Card – a simply effective solution for organizations.

We provide enhanced visibility into payment detail to proactively manage spend, monitor payment activity and mitigate risk.

# U.S. Bank One Card

Combine travel, purchasing and fleet management in a single, integrated payment solution

More than ever, organizations are focused on minimizing costs and maximizing performance. We help organizations effectively manage their payment solutions with unmatched efficiency and control.

The U.S. Bank One Card allows you to merge separate card solutions, combining purchasing, travel and fleet card programs into a single streamlined payment solution, which leads to reduced costs and increased efficiencies. Add the U.S. Bank FlexPerks® Corporate Rewards program to your One Card and give your organization and employees a powerful incentive to consolidate spending – improving overall expense management and control.



## Save time, money and resources with more efficient payment processes

Together we'll analyze your payment needs and tailor a solution to manage your travel, procurement and fleet purchases with just one process, one staff, one card and one invoice. With the One Card, you can offer your employees unsurpassed flexibility without sacrificing control, while providing your organization with access to travel, procurement and fleet benefits that make doing business safer, easier and more rewarding.

You can save time, money and effort while boosting employee productivity. Organizations have saved almost \$69.85\* per transaction by implementing a One Card program. Multiply that by the hundreds or even thousands of purchases made every year and the savings are significant.

#### With this powerful solution, you can:

- Automate payment and reconciliation processes
- Simplify management and administrative tasks
- Reduce paperwork, including travel requests, purchase orders, invoices and checks
- Negotiate more favorable supplier discounts
- Enhance cash management with cycle-based payments
- Earn a tangible benefit from a rewards program with rich and flexible redemption features



## More functionality

The One Card is a total expense management solution that allows your employees to pay for everything with a single card — from airfare to supplies to fuel — plus the opportunity to earn valuable rewards with the optional FlexPerks Corporate Rewards program. The card's customizable spending functionality is designed to meet each employee's requirements and manage all of your spending. You can create multiple user profiles to fit each cardholder's needs, such as frequent business travelers, purchasing managers or drivers.



## More visibility

Accepted at millions of locations around the world, the One Card is one of the most widely accepted cards.

The One Card gives your employees convenient access to goods, services and cash around the globe – eliminating the need for more costly alternatives, such as personal cards or cash – and ensures that your organization captures detailed transaction data on every purchase.



#### More control

Ease of use for your employees does not mean sacrificing control for your organization. Flexible spending controls put policy into play at the point of sale, so you can customize your program with set spending limits, merchant category code authorizations and other criteria that help keep costs under control. Plus, with built-in liability coverage, your organization is protected from losses due to employee misuse of the card.



#### More traveler benefits

Insurance coverage:

- Liability waiver \$1 million USD
- Travel accident (common carrier) \$500,000 / \$250,000 USD
- Auto rental insurance
- Lost luggage \$1250 USD

Value-added traveler benefits:

- Medical and legal referral assistance
- Emergency message
- Emergency transportation assistance
- Emergency ticket replacement
- Lost luggage locator
- Emergency translation service
- Prescription assistance and document delivery
- Pre-trip assistance



#### More efficiency

The One Card combines powerful payment solutions into a single, flexible program. The One Card can simplify financial management and streamline your business processes, whether related to travel, purchasing or fleet. By managing a one card program for your organizational expenses, you can eliminate costly steps from your procure-to-pay process and minimize administrative tasks.



#### More rewards

With flexibility, variety, faster award travel and more, FlexPerks Corporate Rewards go farther. FlexPerks Corporate Rewards is an optional addition to the benefits of the One Card.

Whether you need to incent valuable employees or save your organization money, FlexPerks Corporate Rewards can be tailored for a wide range of organization types, sizes and needs. Here's a quick summary:

- Cardholders earn 1 FlexPoint per \$1 spent. FlexPoints offer a rich point value. For example, redeem 20,000 FlexPoints for a \$300 airline ticket or redeem 10,000 FlexPoints for a \$100 gift card.
- Cardholders can use their FlexPoints to travel on more than 150 airlines with no blackout dates or redemption fees, stay at thousands of hotels and rent with most major car-rental companies. FlexPoints can also be used for merchandise rewards, including electronics, clothing, sports equipment and more, plus gift cards from major retailers.
- Cardholders can easily and instantly transfer FlexPoints from a corporate account to a FlexPerks consumer or corporate account for faster earning and redemption.
- Cardholders can use any combination of FlexPoints and cash to redeem flights, car rentals and more providing even more flexibility.
- You can allow employees to earn and redeem FlexPoints individually as a reward, or pool all FlexPoint earnings for the organization to use.
- You can choose rewards, rebates or a combination of both to fit your organization's needs and financial goals.

# Conveniently manage your One Card program, right from your desktop or mobile device

To effectively manage expenses, your organization needs tools that are comprehensive, yet easy to implement and use. The One Card program gives you access to a full suite of tools so you can analyze your transactional data and turn it into valuable information.

## Integrated card and reporting payment management system

We provide your organization with real-time access to your One Card program — anywhere, anytime. Our powerful payment management system can easily be configured to meet the unique needs of your organization, helping you understand spending patterns, control card spending and identify opportunities for savings.

With 24/7 access, you can manage your One Card program quickly, efficiently and independently at any time.

- Set up or cancel card accounts, update cardholder information and adjust spending limits.
- Simplify accounting processes view, review and reallocate transactions online, then route transactions for manager review and approval.
- Generate reports that can help you manage supplier relationships, monitor adherence with organizational policy and more easily analyze spending patterns.
- Receive data extracts for simplified reconciliation and full integration into your financial systems.
- Extend the value of your One Card program by accommodating payment for purchases with high control requirements through Virtual Pay accounts.

## Mobile capabilities

Quickly manage business expenses on the go. View account status, balance, payment due date, available credit balance and much more.

## Expense management

Integrated expense management automates your organization's expense management and reporting processes. It allows you to manage online user accounts, view, create, and approve workflow items such as expense reports, including out-of-pocket expenses. It also allows your employees to easily upload receipts to transactions and expense reports.

## Redefining payments for today's business

From commercial cards to program management tools to innovative payment technologies, we offer organizations the solutions they need to cut costs, manage expenses and supplier payments, and operate more efficiently. For more information, please contact us at 866.274.5898 or visit **usbank.com**.







# U.S. Bank Access® Online

Whether your team is making purchases at home, across the country or even internationally, you need a card management system that's reliable, fast and easy to use.

Access Online, our proprietary payment management system, is designed to help you manage your card program efficiently and easily – anytime, anywhere – within a secured environment.

With Access Online, you can

- Eliminate paper-based processes.
- Reduce manual data entry and approval routing.
- Decrease administration costs.
- Improve spend visibility.
- Provide anytime access to your cardholders to complete urgent tasks with the Access Online mobile app.

Access Online's feature-rich platform can be easily configured and quickly deployed to meet the unique needs of your organization — implement only the features and functionality that best support your business needs. Plus, our user-friendly system provides the security, functionality, reliability and scalability to meet the changing demands of your organization.

#### Real-time information for more effective program management

Access Online, is your single point of access for:

#### Cash management

- Streamline accounts payable reconciliation and general ledger information with a single point of access to transaction data.
- Retrieve up-to-the-minute spending data at all levels of the organization for more accurate budgeting and forecasting.



#### Risk management

- Drive adherence to company policies through transaction, merchant and administrative controls.
- Manage regulatory requirements through complete audit trails and detailed transaction history.
- Identify and manage unauthorized account activity with fraud alerts and reports.

#### Supplier management

- Identify spending patterns via standard and ad hoc reports along with robust dataextract capabilities.
- Leverage spend information to negotiate with suppliers on a regional or global basis.

## Features and Functionality

Access Online employs the most advanced system architecture and business practices with one goal in mind: to provide our clients with safe, secure, on-demand availability.

Plus, because account setup and maintenance, transaction management, virtual payments, management reporting, and financial extracts are seamlessly integrated into a single, comprehensive system, you can manage and report on all your card programs with a single tool.

Functionality	Features
Account set up and maintenance	Offers 24/7 access so you can set up or cancel card accounts, update information, adjust spending limits in real time or transfer employee accounts between departments. Mobile-friendly design means you can support urgent account set up and maintenance requests out of the office or on the go.
Transaction management	Simplifies accounting processes by allowing you to view, review, dispute and reallocate transactions online, then route transactions for review and approval using workflows.
Virtual payments	Automates the payment process and increases visibility to more payables activities across your organization.
Management reporting	Generates reports to help you manage supplier relationships and negotiate discounts, monitor adherence to organizational policies and more easily analyze spending across your organization.
Financial extracts	Provides data extracts for simplified reconciliation and full integration into your financial systems.  Choose the extract frequency, file format and data that best supports your system(s).

#### You speak. We listen.

We continuously invest in Access Online to ensure that it leads its class in usability and functionality. We care about our users' experience, and we're committed to making every day tasks easier. As part of this commitment, we use feedback from Access Online users to introduce functional enhancements and user experience improvements as part of our regular technology releases.

## Redefining payments for today's business

From commercial cards to program management tools to innovative payment technologies, we offer organizations the solutions they need to cut costs, manage expenses and supplier payments, and operate more efficiently. For more information, please contact us at 866.274.5898 or visit **usbank.com/corporatecards**.





**SUBMITTED TO:** Mayor and Council

DATE: December 2, 2020

**SUBMITTED BY:** Chief Geoff Willems

**REGARDING: Ordering of two new squad cars for 2021** 

**BACKGROUND:** Ewald Automotive group is the holder of the State contract for police vehicles. I also requested a quote from Hudson Ford with the same vehicle specifications. I am requesting permission to order two 2021 police vehicles, as they take about 6 months to arrive. The monies to pay for these vehicles will be taken out of the 2021 budget.

STAFF RECOMMENDATION: Approve purchase from TBD



SUBMITTED TO: Mayor and Common Council

DATE: December 7, 2020

SUBMITTED BY: Aaron S. Reeves, City Administrator

REGARDING: Golden Rule Initiative Update

#### **BACKGROUND:**

Council Member Hall requested that there be an update on the Mayor's Golden Rule Initiative.

## STAFF RECOMMENDATION:

Hear update on the Mayor's Golden Rule Initiative.